



Cocalico Youth Soccer Club

RELEASE AND WAIVER OF LIABILITY AND REFUND POLICY

In consideration of being allowed to participate in any way in any Cocalico Youth Soccer Club programs, events or activities, I understand, acknowledge and agree to the following:

1. I certify that the player enrolled is physically fit and able to participate in the program, event or activity, and has not been advised otherwise by a qualified medical professional. He/she will not participate in any program, event or activity in which he/she is not physically able. I certify that I do have my own medical and dental insurance for the player enrolled.

2. I agree that the player enrolled will comply with any and all rules, regulations, terms and conditions for participation in the program, event or activity. I agree to inspect the equipment and premises to be used prior to participation. If I believe that anything is unsafe, I will inform league officials, team captains, referees or facilities owners of the issue and refuse to participate if not corrected.

3. COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Cocalico Youth Soccer Club has put in place preventative measures to reduce the spread of COVID-19. However, Cocalico Youth Soccer Club cannot guarantee that I or anyone else will not become infected with COVID-19, including my spouse, guests, unborn child, or relatives. Participation in a Cocalico Youth Soccer Club athletic sports program(s), related event, or activity, could increase the risk of contracting COVID-19. By reading this agreement and enrolling in Cocalico Youth Soccer Club programs, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I may be exposed to or infected by COVID-19 by participating in a Cocalico Youth Soccer Club athletic sports program(s), related event, or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death to myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed to or infected by COVID-19 at a Cocalico Youth Soccer Club athletic sports program(s), related event, or activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Cocalico Youth Soccer Club board members, volunteers, and program participants. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any Claims based on the actions, omissions, or negligence of Cocalico Youth Soccer Club, its board members, agents, representatives, and field property owners (largely, but not exclusively Cocalico School District) whether a COVID-19 infection occurs before, during, or after participation in any Cocalico Youth Soccer Club athletic sports program(s), related event, or activity.

4. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and/or death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of Cocalico Youth Soccer Club, participants, volunteers, spectators, coaches, event officials, referees and organizers; (b) conditions of the

premises or equipment used; (c) rules of play; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF COCALICO YOUTH SOCCER CLUB OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

5. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue Cocalico Youth Soccer Club, its managers, members, directors, officers, employees, volunteers, representatives, agents, coaches and referees, and other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of equipment and premises used to conduct the programs, events or activities (collectively the Releases), from any and all claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, any liability and expenses WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE RELEASEES which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in any programs, events or activities of Cocalico Youth Soccer Club, including any injury or damage to my person or property, or to that of any other person or property. My release of liability includes my attendance at any social or charitable event or gathering that may be organized, authorized, or paid for by the Releases, individual players, or any league or division organized under the Releases or their rules, including but not limited to happy hour gatherings, bar functions, and any pre-game or post-game events or gatherings.

6. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in any Cocalico Youth Soccer Club program, event or activity.

7. I grant Cocalico Youth Soccer Club permission to use photographs, videotapes, recordings or any other record of me and the enrolled player in the event for any legitimate purpose.

8. I will not bring alcohol, tobacco or illegal drugs to any of the sites.

9. I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release Cocalico Youth Soccer Club and all persons participating in any such medical treatment from all responsibility for any such actions.

10. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

REFUND POLICY. Cocalico Youth Soccer Club will be charging the full registration fee at the time of registration. Given the current state of the COVID-19 pandemic CYSC does not envision a scenario where seasons are cancelled and bulk refunds are required. CYSC will evaluate refunds on a case-by-case basis similar to pre-COVID protocols.

IN WITNESS WHEREOF, Participant has read and voluntarily e-signed this Release, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS.