



Eagle Acres Indoor Soccer Arena

3604 40th Avenue East, Tacoma, WA 98443 * 253-927-3863 * chichinski@msn.com

ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

For and in consideration of being allowed to use of the facility on the property located at 3604 40th Avenue E., Tacoma, 98443 (hereinafter the "Facility") for indoor soccer training, the undersigned hereby acknowledges and agrees as follows:

I understand that there are both foreseeable and unforeseeable risks of injury or death that may occur as a result of my use of the Facility and FULLY UNDERSTAND THAT: (a) Soccer Activities INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

- The owner of the Facility or the owner's agents make no representation of suitability for any particular purpose or activity, the undersigned acknowledges there is no reliance upon any representation of the owner of the Facility or its agents regarding the condition of the facility or its suitability for the intended use and the undersigned has conducted his own inspection of the premises or is relying upon the inspections of persons other than the owner of the Facility or its agents.
- I understand that the owner of the Facility is only furnishing the opportunity to use the Facility for indoor soccer training, and is not providing supervision or instruction.
- I understand that I expose myself to risks of personal injury associated with my participation in soccer training programs and/or use of the facility and related events and activities which can result in temporary or permanent bodily injury or death.
- I understand that the actions of other users of the Facility may cause harm or loss to my person or property.
- If I have any medical, physical, and/or emotional health condition, which might affect my health by participating in soccer training programs and/or use of the facility and related events and activities, I have consulted a physician or other medical authority and have received permission to participate.
- I agree to allow my photograph to be on display at Eagle Acres Indoor Soccer Arena and/or on the soccer web page.

In consideration for the right to use the Facility, I voluntarily agree to assume all risks, foreseeable and unforeseeable, involved with my use the Facility.

1. In consideration for the right to use the Facility, I hereby discharge, release, agree to defend, indemnify, and hold harmless Stan Chichinski, Judy Chichinski and/or the owner of the Facility, including all of their agents, heirs, successors and assigns from any and all liability for any injury or damage from negligence or otherwise which may be suffered by me arising out of or in any way connected with my use of the Facility.

2. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Facility's owners and Stan Chichinski and Judy Chichinski, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

******* Over age 18 Players sign here: *******

Printed Name of Participant: _____ Birthdate: _____ Team Name: _____

Address: _____

Phone: _____ Email address: _____

Signature: _____ Today's date: _____

******* Under age 18 Players sign here: (Parent or guardian must complete MINOR RELEASE below)**

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SOCCER ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNITY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Printed Name of Minor Participant: _____ Birthdate: _____ Team Name: _____

Printed Name of Parent/Guardian: _____ Phone: _____

Address: _____ Email address: _____

Signature: _____ Today's Date: _____