



## ***Liability Waiver, Release and Consent Agreement*** **FOR EXECUTION BY PARENT OF MINOR**

### **PARENT/GUARDIAN INFORMATION:**

**Parent/Guardian's Name:** \_\_\_\_\_

**Phone:** (        ) \_\_\_\_\_ **Emergency Phone:** (        ) \_\_\_\_\_

**Insert Name and Date of Birth of Child at bottom of Page 2**

**THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS AFFECTING OUR LIABILITY TO YOU AND TO YOUR CHILD, AS WELL AS TERMS AND CONDITIONS OF PARTICIPATION IN THIS ACTIVITY PLEASE READ ALL TWO (2) PAGES CAREFULLY BEFORE SIGNING**

In consideration of your minor child being permitted to participate in "Activity" (including, but not limited to, any games, league play, pick-up, team/private training, lesson or party, or other event or field use) at KICK & GOAL, you hereby attest that, after reading this Liability Waiver and Consent Agreement completely and carefully, **including the notice above your signature, as required by Florida Statutes s. 744.301**, you acknowledge that you have freely consented to your child's participation in the Activity, and that you understand and agree as follows:

**ASSUMPTION OF RISK:** THERE ARE INHERENT RISKS IN THIS TYPE OF ACTIVITY, AND THESE AND OTHER CONDITIONS MAY INCREASE THOSE INHERENT RISKS. I understand that the Activity requires a minimum level of fitness for safe participation and KICK & GOAL recommends all participants have a physical examination to determine safe participation in Activity. If the minor for whom you are executing this Liability Waiver and Consent Agreement (this "Agreement") has, or may have, any such medical condition that would make participation Activity more dangerous due to said condition, you should consult your physician and carefully consider the risks before participating, or consenting to participation by your child.

**RELEASE OF LIABILITY:** I agree, on behalf of my child, to waive and release all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") associated with all risks which are inherent to his or her participation in the Activity (which risks may include, among other things, muscle injuries, fatigue and stress related issues, cuts, lacerations and broken bones, concussions, heart attacks, impalement, and catastrophic injuries including paralysis and death), whether such risks are open and obvious or otherwise. Further, on behalf of myself, I hereby release, covenant not to sue, and forever discharge the parties named below (the "**Released Parties**") in this Agreement of and from all Claims arising in any manner out of or in any way connected with my child's participation in the Activity.

**INDEMNITY/INSURANCE:** I agree to indemnify and hold each of the Released Parties identified on the second page of this Agreement harmless from and against any and all Claims arising out of or in any way connected with my child's participation in the Activity, including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child either before, during or after participation in the Activity. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit or that of my child relative to my child's participation in the Activity, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my child's participation in the Activity, at my own expense.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION:** I hereby certify that my child is physically fit for participation in the Activity and has the skill level required in conjunction with the Activity, and I have not been advised otherwise. I agree that before my child participates in any activity conducted in conjunction with the Activity, I and/or my child will inspect the related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my child's attendance in connection with the Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on



my child's behalf. Additionally, I authorize medical treatment for my child, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

**EQUIPMENT AND FACILITIES INSPECTION:** I, or my child if I am not in attendance at the Activity, will immediately advise to KICK & GOAL employee of any unsafe condition that I, or my child if I am not in attendance at the Activity, observe. I, or my child, will refuse to participate in the Activity until all unsafe conditions observed by me, or my child, have been remedied.

**GOVERNING LAW:** This agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction).

**WAIVER OF TRIAL BY JURY: I HEREBY SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY FOR MYSELF AND FOR MY CHILD.**

***AS REQUIRED BY, AND IN COMPLIANCE WITH, FLORIDA STATUTES §744.301,  
PLEASE READ BEFORE SIGNING***

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF KICK & GOAL AND ANY PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES; AND THE OFFICERS, DIRECTORS EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING ENTITIES, (COLLECTIVELY, THE “**RELEASED PARTIES**”) USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM KICK & GOAL AND ANY PARENT, SUBSIDIARY AND OTHER AFFILIATED OR RELATED COMPANIES; ALL ADVERTISERS AT KICK & GOAL, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS, ASSIGNS, AND VOLUNTEERS OF EACH OF THE FOREGOING ENTITIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND KICK & GOAL WORLD, ON BEHALF OF THE RELEASED PARTIES, HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By signing below, I certify that: (1) I have fully and completely read and understand this Liability Waiver and Consent Agreement; (2) I am 18 years of age or older; (3) I am the natural guardian of the minor child identified above; (4) the information set forth above pertaining to my child is true and complete; (5) I consent and agree to all of the foregoing on behalf of myself and my minor child identified above; and (6) I understand that KICK & GOAL is relying upon the



representations made herein in making its determination to allow my minor child to participate in this inherently risky activity.

**Date:** \_\_\_\_\_

**Signature of Parent/Natural Guardian:** \_\_\_\_\_

**Printed Name of Parent/Natural Guardian:** \_\_\_\_\_

***MINOR PARTICIPANT INFORMATION:***

***Minor Participant's Legal Name:*** \_\_\_\_\_

***Date of Birth (MM/DD/YYYY):*** \_\_\_\_\_