

Spring Creek Association

PLAYER ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Nature of the Activity: The Spring Creek Association (hereafter referred to as SCA) operates fields in which offers players the opportunity to participate in a number of recreational activities including, but not limited to, soccer, baseball, softball, and football. These activities can help produce many benefits for people of all ages - including pleasure, opportunity for competition, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, while there are many benefits associated with these activities, SCA feels it is important that the PARTICIPANT/PARENT (which refers to either an ADULT Participant, **OR** a MINOR Participant and PARENTS/GUARDIANS) knows that activities held on SCA operated and/or owned facilities range from very mild to very strenuous; consequently, these, like all physical activities, involve some risks of injury that are inherent to the activity. These activities taken place at SCA operated and/or owned facilities can be very strenuous; hence, there is always the possibility of injury. *SCA feels that it is important that the PARTICIPANT/PARENT understands that all physical activities include some inherent risks.* Some of the *inherent risks* of the activities at SCA operated and/or owned facilities such as , soccer, baseball, softball, and football include: landing wrong, colliding with other participants or stationary objects, landing on another participant, over-exertion, attempting flips, tricks and/or aerial maneuvers of any kind that are beyond participant's capacity, landing on a hard or soft surface, unexpected failure of equipment, erratic behavior of other participants, and supervisory or judgment error by supervisory league representatives or SCA staff, exhaustion and others. Further, **SCA feels that it is important that the PARTICIPANT/PARENT understands the three types of injuries that can occur and that SCA should not be held liability if any injury occurs, at any time, for any reason.** First is the common *Minor Injury*. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the *Serious Injury*. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury. These are rare, but do occasionally occur. The third type of injury is the *Catastrophic Injury*. Some examples of catastrophic injury are brain injury, paralysis, heart attack, and death. Even though the likelihood of such an injury is very remote, we feel that the PARTICIPANT/PARENT should be aware of all possibilities.

Assumption of Inherent Risks: I, the PARTICIPANT/PARENT, have read the above information and **know** that SCA operated and/or owned facilities may have events or sports leagues use their facilities that pose inherent risks which vary with the activity. **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of events, programs, or leagues held at SCA operated and/or owned facilities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the SCA operated and/or owned facilities Or participate in programs, leagues, or events at these facilities, today and on all future dates, **I**, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my heirs, my parents or guardians, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue SCA**, its owners, directors, officers, affiliates, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to as *Protected Parties*] from liability from any and all claims arising from the ordinary negligence of SCA or the protected parties.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in activities held at SCA operated and/or owned facilities (including, but not limited to, instruction, individual or group play, competition, classes, observation, individual use of facilities or equipment, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: **I**, the PARTICIPANT/PARENT, also **agree to hold harmless, defend, and indemnify SCA** (that is, defend and pay any judgments and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in the activities held at SCA operated and/or owned facilities or in SCA activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). I further agree to hold harmless, defend, and indemnify SCA against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises of SCA.

Clarifying Clauses: 1) I, the PARTICIPANT/PARENT, confirm that this agreement **supersedes any and all previous oral or written promises or agreements with SCA**. I understand that this is the entire agreement between me and SCA and cannot be modified or changed in any way by representations or statements by any agent or employee of SCA. 2) I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad

and inclusive as is permitted by the laws of the State of Nevada and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **3)** I also understand that if any legal action is brought, the appropriate trial court for the County of Elko in the State of Nevada has the sole and **exclusive jurisdiction** and that only the substantive laws of the State of Nevada shall apply. **4)** In the event of a dispute, I, the PARTICIPANT/ PARENT, agree to engage in good faith efforts to **mediate** a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that *all disputes, controversies, or claims arising out of my participation at SCA operated and/or owned facilities shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.*

Acknowledgment of Understanding: I, the PARTICIPANT/PARENT, have read this Agreement and understand that I am **giving up substantial rights**, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I, the PARTICIPANT/PARENT, acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability, including that due to the inherent risks participating at events or programs held at SCA owned or operated facilities or the ordinary negligence of the Protected Parties**, to the greatest extent allowed by law of the State of Nevada. *Additionally, I, the Parent/Guardian of a minor participant, assert that I have explained the risks of activities held at SCA operated and/or owned facilities to my minor son or daughter and that he or she understands this Agreement.*

Player Information

First Name _____ Middle Name _____ Last Name _____
Male/Female? _____ Date of Birth _____ Email _____
Emergency Contact's Name _____ Number _____

Parent/Guardian Information

First Name _____ Middle Name _____ Last Name _____
Male/Female? _____ Date of Birth _____ Email _____
Emergency Contact's Name _____ Number _____

Parent/Guardian Information

First Name _____ Middle Name _____ Last Name _____
Male/Female? _____ Date of Birth _____ Email _____
Emergency Contact's Name _____ Number _____

Parent(s) or Court-Appointed Legal Guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above. (Caution: Non-Legal Guardian signing becomes financially responsible for injury). By signing below the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all the terms of this document, as set forth above. (Caution: Non-Legal Guardian signing becomes financially responsible for injury).

DATED this _____ day of _____, 20__.

League/Event/ Group/Activity Participating In: _____ SCA Site _____

Start/End Date of League/Event/ Group/Activity _____

Parent/ Guardian Signature Relationship to Player Date

League/Event/ Group/Activity Witness Signature Title Date