



# Waiver of Liability, Assumption of Risk and Indemnity Agreement for the Burlingamer, LLC



Player Name

Program Name

Date

**1. Waiver:** In consideration of being permitted to rent in any way the Burlingamer facilities and activities, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Burlingame Soccer Club, the Burlingamer LLC, their officers, employees, volunteers and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Burlingamer facilities and activities. **(INITIALS:\_\_\_\_\_)**

**2. Assumption of Risks:** Participation in the Burlingamer facilities and activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I understand that Burlingamer requires a minimum level of fitness for safe participation and that the Burlingamer recommends all participants have a physical examination to determine participation in Burlingamer activities.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Burlingamer. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. (INITIALS:\_\_\_\_\_)**

**3. Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the Burlingame Soccer Club, the Burlingamer, their officers, employees, volunteers and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Burlingamer and to reimburse them for any such expenses incurred. **(INITIALS:\_\_\_\_\_)**

**4. Medical Judgment:** I grant authority to the staff at the Burlingamer to render a judgment concerning medical assistance or hospital care in the event of an accident or illness occurring in, on or around the Burlingamer facilities in absence of my ability. **(INITIALS:\_\_\_\_\_)**

**5. Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **(INITIALS:\_\_\_\_\_)**

**6. Photo Release:** I authorize Burlingamer, and/or parties designated by the Burlingamer, to use my or my child’s photo for sale or reproduction in any manner Burlingamer desires, for advertising, display, audio-visual, exhibition or editorial use. **(INITIALS:\_\_\_\_\_)**

**7. Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, **and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, **and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

Player Name

Player Signature

Date

**Parent or Guardian:** I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here **reflects my agreement to hereby release, waive, discharge, and covenant not to sue** the Burlingame Soccer Club, the Burlingamer, their officers, employees, volunteers and agents from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the Burlingamer facilities activities.

Parent / Guardian Name

Parent / Guardian Signature

Date