



2020/2021

UIHLEIN SOCCER PARK

AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY

Indoor Leagues, Adult Outdoor Leagues, Tournaments, Birthday Parties, Camps, Classes, Programs, & Rentals

ASSUMPTION OF RISK RELATED TO CORONAVIRUS/COVID-19/CONTAGIOUS DISEASES

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, including from individuals who are asymptomatic. The virus may be subject to mutation; the term "COVID-19" as described herein includes any mutation of the virus. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations prohibited the congregation of groups of people.

Milwaukee Kickers Soccer Club, Inc. (MKsc), which operates activities at Uihlein Soccer Park, has put in place preventative measures to reduce the spread of COVID-19; however, MKsc cannot guarantee that you or your child/ren will not become infected with COVID-19 while attending or participating in activities at Uihlein Soccer Park.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child/ren or I, as well as other family members and guests, may be exposed to or infected by COVID-19 by attending activities hosted by MKsc at Uihlein Soccer Park and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Uihlein Soccer Park may result from the actions, omissions, or negligence of myself and others, including, but not limited to MKsc or Uihlein Soccer Park employees, volunteers, and program participants and their families. I acknowledge that, due to the inherent nature of soccer activities, maintaining social distancing of at least six feet apart between individuals is not always feasible.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child/ren (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and my child/ren may experience or incur in connection with attendance at Uihlein Soccer Park or participation in MKsc/Uihlein Soccer Park programming as the result of exposure to or infection by COVID-19 ("Claims"). On my behalf, and on behalf of my child/ren, I hereby release, covenant not to sue, discharge, and hold harmless MKsc, its officers, directors, employees, agents, owners and lessors of Uihlein Soccer Park, sponsors and representatives ("Releasees"), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MKsc, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any MKsc or Uihlein Soccer Park program. If, despite the foregoing provisions, either my child(ren) (or anyone on their behalf) or I make a Claim against any of the Releasees, I hereby agree to defend and hold harmless the Releasees from any damages, costs, expenses (including but not limited to litigation expenses and reasonable attorneys' fees) incurred by any Releasee as a result of such Claim,

regardless of whether the Claim is based on alleged negligence of any Releasee. I do not waive any Claim against a Releasee that arises out of that Releasee's intentional or reckless acts.

"FORCE MAJEURE"

Should Uihlein Soccer Park be forced to close either by a government entity, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MKsc's reasonable control, including mechanical, electronic, or communications failure, but excluding failures caused by a party's financial condition or negligence, pro-rated credits will be issued for future leagues and/or programming.

With any season or program offerings, there are fixed costs incurred which cannot be refunded or eliminated. Examples of such costs include registration systems and software costs, payment processing fees, staffing for league, tournament and event planning and scheduling, and building and field maintenance costs.

PARTICIPANT

In consideration of being allowed to participate in any way in the MKsc/Uihlein Soccer Park athletics/sports programs, related events and activities, the undersigned acknowledges and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Participation Releasees or others and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attentions of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless, Milwaukee Kickers Soccer Club, Inc." their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Participation Releasees"), with respect to any and all injury, death, or loss or damage to person or property, whether arising from the negligence of the Participation Releasees or otherwise. Provided, however, that I do not waive any Claim against a Participation Releasee that arises out of that Participation Releasee's intentional misconduct or reckless acts.

I HAVE READ THIS AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARENT OR GUARDIAN

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE 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 AND SAVE AND HOLD HARMLESS EACH OF THE PARTICIPATION RELEASEES 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

"PARTICIPATION RELEASEES" OR OTHERWISE. I 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 INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE PARTICIPATION RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. PROVIDED, HOWEVER, THAT I DO NOT WAIVE ANY CLAIM AGAINST A PARTICIPATION RELEASEE THAT ARISES OUT OF THAT PARTICIPATION RELEASEE'S INTENTIONAL MISCONDUCT OR RECKLESS ACTS.

I HAVE READ THIS AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I WARRANT AND REPRESENT THAT I AM THE PARENT OR GUARDIAN OF THE CHILD(REN) IDENTIFIED BELOW AND THAT I HAVE THE LEGAL CAPACITY TO EXECUTE THIS AGREEMENT ON MY CHILD(REN)'S BEHALF.

PHOTO RELEASE

MKsc takes photos of players to capture the fun they have and skills they learn. By participating in MKsc/Uihlein Soccer Park programs and activities, you grant the right to MKsc or an MKsc approved photographer to take photos of you, your child/ren and your family in connection with any MKsc/Uihlein Soccer Park event. Your signature/approval authorizes MKsc, its assigns and transferees to copyright, use and publish the same in print and/or electronically and confirms your agreement that MKsc may use such photos with or without names for any lawful purpose including, but not limited to, publicity, advertising, branding, member communications, event promotion, MKsc/Uihlein Soccer Park sponsor marketing initiatives and online/digital content.

Name of Participant(s): _____

Signature of Parent/Guardian/Participant 18 or Over: _____

Date: _____