

## PLAYER RESPONSIBILITY AND RELEASE

In consideration for the privilege of becoming a registered player of an affiliated team, and for the privilege of participating and playing with the Fort Collins Soccer Club (FCSC), those whose signature is affixed hereby agree to the following terms and conditions:

**COMPLIANCE WITH THE RULES OF FCSC:** Recognition and agreement to abide by the Articles, By-Laws, Rules and Procedures of FCSC, including subsequent rules which may be enacted by the Board of Directors, or its designees.

**REVOCABLE CREDENTIALS:** The credentials issued to teams and to all participants associated with FCSC are the property of FCSC and are subject to suspension or revocation at any time for due cause.

### FORT COLLINS SOCCER CLUB (FCSC) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in FORT COLLINS SOCCER CLUB Sanctioned Events this current soccer year ("Activity"), I for myself, my personal representatives, assigns, heirs, and next of kin:

:: ACKNOWLEDGE, agree and represent that I understand the nature of Soccer Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree that if at any time I believe conditions or equipment to be unsafe, I will immediately discontinue further participation in the Activity.

:: 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 inactions, the actions or inactions 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 RISKS 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 in the Activity.

:: HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

:: HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE FORT COLLINS SOCCER CLUB, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, USSSA and, if applicable, owners 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 Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

:: I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

#### ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and is believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the virus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed.

Notwithstanding recommendations and guidelines by these entities, it must be understood that COVID-19 is a continuing threat to the health and lives of the citizens of Colorado.

Arsenal Colorado (the "Club") has put in place preventative measures to reduce the spread of COVID-19. However, it is understood that the Club cannot guarantee that you will not come into contact with or become infected with corona virus. Your mere physical presence at the Club activities could increase your risk of contracting the disease.

Notwithstanding the risk of infection, I, on behalf of myself, wish to voluntarily participate in soccer activities offered by the Club. These include practices and other training, soccer matches, team activities and possibly travel to other facilities not under the control of the Club for soccer matches.

In consideration of being allowed to participate in any way in Club programs, and related events and activities, I state as follows:

1. I understand that although the Club has taken precautions to provide proper organization, supervision, instruction and equipment for the services being offered, it is impossible for the Club to guarantee absolute safety from infection by the corona virus. Also, I understand that I share the responsibility for safety during all activities, and I assume that responsibility. I will make my instructors aware to the best of my ability of any questions or concerns regarding my understanding of safety standards, guidelines, procedures and my ability to participate at any point during any activity.

2. I understand that risks during soccer activities include possible exposure to the corona virus. In addition, risks of soccer activities include, but are not limited to loss or damage to personal property, injury, permanent disability, fatality, exposure to inclement weather, slipping, falling, insect or animal bites, being struck by falling objects, hypothermia (cold exposure), hyperthermia (heat exposure), and that severe social or economic losses that may result from any such incident. I also understand that such accidents or illnesses may occur in remote areas without easy access to medical facilities or while traveling to and from the activity sites. Further, there may be other risks not known to me or not reasonably foreseeable at this time.

3. I assume all the foregoing risks and accept personal responsibility for the damages due to such injury, permanent disability or death resulting from participation in any Club activity.

After you have reviewed the acknowledgment of risk and waiver of liability in this letter and if you understand and agree with its contents, please sign in the appropriate places. If you are the parent or legal guardian of a player, please read this document to the child(ren), and if you both agree and understand their content, place YOUR signature in the appropriate places.

I voluntarily agree to assume all of the foregoing risks described in this Waiver and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability or death), illness, damage, monetary loss, claim, liability, or expense of any kind, that I may experience or incur in connection with my participation at the Club or Club activities ("Claims"). On my behalf, I hereby release the Club, its agents, coaches, chaperones, representatives and employees from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and in conjunction with a Club activity as set forth in this Waiver.

In addition, by signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending Club activities. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after attendance at the Club activities.