



GENERAL WAIVER AND RELEASE OF LIABILITY

This agreement, waiver, and release is entered by and between the undersigned Participant and Dayton Dutch Lions FC LLC ("DDL"). The term "DDL" or "Releasees" herein shall include any of the respective directors, officers, employees, agents, representatives, successors, and assigns of DDL. No changes to this agreement are permitted without the express, written consent of the President of DDL.

All physical activity carries with it inherent risks to individuals of all ages. I acknowledge that soccer or any sporting event, virtual and in-person trainings, classes, or games carry the potential for death, serious injury or property loss. I recognize that I may be asked to try-out for, practice with, participate in, coach (as applicable), and travel to and from soccer events on behalf of DDL. I understand that I am responsible for monitoring my condition at all times. If during my participation, unusual medical symptoms occur, I will cease my participation and seek prompt medical attention.

I HEREBY ASSUME ALL RISK OF SERIOUS INJURY OR DEATH and HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE DDL with respect to any and all liability (including liability arising from the negligence of DDL) for claims, causes of action, injuries including death, personal injury, damages, demands, costs, loss of services, expenses, theft, attorney's fees, and other claims, known or unknown, of whatever nature arising out of my participation DDL events or programs (collectively, "Claims"). Furthermore, I agree to indemnify, defend, and hold harmless DDL from and against: (i) any such Claims by the undersigned or by others; and (ii) any related fines, fees, or expenses, including attorney fees. I agree that this Release applies to me, any family member or guest ("We"). I expressly agree that the release, assumption of risk, and indemnity herein is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby authorize DDL to contact me by telephone, email, or otherwise and to use any photos or videos of me for its promotional and marketing purposes unless I notify them otherwise in writing.

Ohio law and Waiver of Jury Trial: This agreement and any claim, controversy or dispute arising out of it, or arising out of use of DDL, shall be governed by and construed in accordance with the laws of the State of Ohio. The undersigned hereby knowingly, voluntarily, and unconditionally waives the right to a jury trial of any claim, controversy or dispute arising out of this agreement, or arising out of DDL events and programs.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, AND I UNDERSTAND ITS CONTENTS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT VOLUNTARILY.

SIGNATURE

DATE

PRINT NAME



PARTICIPANTS UNDER THE AGE OF 18 ONLY

If the applicant is under 18 years of age, a parent or guardian must execute, in addition to the foregoing Waiver and Release, the following, for and on behalf of the minor.

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve any injuries received by said minor arising out of, or relating to the Soccer event or program. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve any such injuries. I consent to the administration of anesthesia as deemed advisable. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself and said minor. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

SIGNATURE OF PARENT/GUARDIAN

DATE

RELATIONSHIP TO MINOR

MINOR'S SIGNATURE