

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR MINOR PARTICIPANTS – Read Before Signing**

In consideration of \_\_\_\_\_, my minor child/ward (“my child”), being allowed to participate in any way at any of the following locations:

- Metro City Soccer LLC Leagues, tournaments, clinics, camps, drop-in-play, parties, rentals and all other event and activities, (“programs”)
- Technique Gymnastics
- Sky High Sports
- Granite Arch Climbing Center
- The Northern California Swimststitute
- Fair Oaks Presbyterian Church

I represent that I understand the nature of these Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

1. The risk of injury to my child from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist: I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
2. **I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of equipment of facilities at any of the facilities, (Metro City Soccer, Technique Gymnastics, Sky High Sports, The Northern California Swimststitute and Fair Oaks Presbyterian Church), including any such claims which allege negligent acts or omissions of RELEASED PARTIES.**
3. Should anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FOR ALL SUCH FEES AND COSTS.
4. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
5. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at these facilities, (Metro City Soccer, Technique Gymnastics, Sky High Sports and Power Gym USA), their parent subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and / or record me or my child(ren)ward(s) in connection with activities to use the photograph and /or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waiver any right to inspect or approve the use of the Photograph and/ or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Records are exclusive to (Metro City Soccer, Technique Gymnastics, Sky High Sports, The Northern California Swimststitute and Fair Oaks Presbyterian Church).
6. **I agree that if the participant is a minor, this Release of Liability and Assumption of Risk agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**
7. I agree that if the participant is a minor, I further agree to defend, indemnify and hold harmless (Metro City Soccer, Technique Gymnastics, Sky High Sports, The Northern California Swimststitute and Fair Oaks Presbyterian Church.) from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use of participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the negligence or willful misconduct of the party seeking indemnity.

By signing this document, I acknowledge that if anyone is hurt or property damage during my participation in this activity, I may be found by a court of law to have waived my or the minor participant’s right to maintain a lawsuit against (Metro City Soccer, Technique Gymnastics, Sky High Sports, The Northern California Swimststitute and Fair Oaks Presbyterian Church) or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name of Participant \_\_\_\_\_ Birth Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_  
Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relation \_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR**

Print Name of Parent or Legal Guardian of Minor \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_ Phone \_\_\_\_\_  
Signature \_\_\_\_\_ Today’s Date \_\_\_\_\_

**(Participant or Parent/Legal Guardian if under age of 18)**