



NM Rush Soccer Club and The Center Assumption of Risk, Release and Waiver of Liability, Indemnity, and Consent Agreement

I hereby assume all of the risks of participating in NM Rush Soccer Club, and NM Rush Soccer club programs, including but not limited to, practice, training, events, leagues, and tournaments, use of The Center, use of NM Rush Soccer equipment, and any and all on-site or off-site programs, practice, training, events, leagues and tournaments affiliated with NM Rush Soccer Club, including but not limited to, any and all risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault. The undersigned, on behalf of himself or herself and such participating child and any personal representatives, executors, heirs, successors, assigns, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees, and represents that he or she has inspected and carefully considered the premises, equipment and facilities, and/or affiliated programs and the undersigned finds and accepts the same as being safe and reasonably suited for the use or participation by the undersigned and such participating child.

The undersigned certifies that he or she and/or the participating child are physically fit and have not been advised to not participate in any physical activity by a qualified medical professional, including but not limited to New Mexico Rush Soccer Club programs, practice, training, events, leagues and tournaments. The undersigned certifies that there is no health-related reason, which might preclude the undersigned and/or the participating child from participation in NM Rush Soccer Club programs, practice, training, events, leagues and tournaments.

In addition, the undersigned acknowledges that Novel Coronavirus (Covid-19) infections have been confirmed throughout the United States, including New Mexico. In accordance with the most guidance and protocols issued by the World Health Organization, the Center for Disease Control and Prevention, and the New Mexico Department of Health for slowing the transmission of Covid-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating child shall visit or utilize The Center, services, programs, practices, training, events, leagues, and tournaments of NM Rush Soccer Club (other than exclusive online services) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of Covid-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<http://www.cdc.gov/coronavirus/2019-ncov/travel/index.html>) prior to utilizing The Center, services, programs, practice, training events, leagues, and tournaments of NM Roush Soccer Club, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating child shall visit or utilize The Center, services, programs, training, events, leagues, and tournaments of NM Rush Soccer Club if he or she is (i) experiencing symptoms of Covid-19, including without limitation, fever, cough, and shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of Covid-19. The undersigned agrees to notify NM Rush Soccer Club immediately if he or she believes any of the foregoing access/restrictions may apply.

NM Rush Soccer Club and The Center have taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of Covid-19, including but not limited to the access/use restrictions set forth above. The undersigned acknowledges and agrees that the NM Rush Soccer Club may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with NM Rush Soccer Club's revised procedures prior to utilizing The Center, services, programs, training, events, leagues and tournaments of NM Rush Soccer Club. The undersigned further acknowledges and agrees that, due to the nature of the services, programs, practice, training, events, leagues and tournaments offered by NM Rush Soccer Club, social distancing of 6 feet may not be possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing The Center, services, programs, practice, training, events, leagues and tournaments of NM Rush Soccer Club and acknowledges that use thereof by the undersigned and/or such participating child may, despite the NM Rush Soccer



Club's reasonable efforts to mitigate such dangers, result in exposure to Covid-19, which could result in quarantine requirements, serious illness, disability and/or death.

In consideration of the undersigned and such participating child being permitted to participate in this NM Rush Soccer Club for any purpose including but not limited to observation or use of The Center, NM Rush Soccer Club equipment, or participation in any on-site or off-site program, practices, training, events, leagues, and tournaments affiliated with NM Rush Soccer Club, the undersigned hereby agrees to the following:

The undersigned on his or her behalf, and on behalf of such participating child, hereby releases, waives, discharges, and covenants not to sue the NM Rush Soccer Club or its directors, officers, employees, volunteers, affiliates, and agents, from all liability to the undersigned or such participating child and all personal representatives, executors, heirs, successors, assigns, and next of kin of the undersigned or such participating child for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of the undersigned or such participating child (or any person who may contract Covid-19 directly or indirectly from the undersigned or such participating child) whether caused by negligence, active or passive, of NM Rush Soccer Club or otherwise while the undersigned or such participating child are in, upon, or about The Center, using NM Rush Soccer club equipment, or participating in any programs, practice, training, events, leagues, and tournaments affiliated with NM Rush Soccer Club.

The undersigned hereby agrees to indemnify and save and hold harmless NM Rush Soccer Club, its directors, officers, employees, volunteers, affiliates, and agents from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child are in, upon, or about The Center, using NM Rush Soccer Club equipment, or participating in any programs, practices, training, events, leagues, and tournaments affiliated with NM Rush Soccer Club. The undersigned understands and agrees that NM Rush Soccer Club is not required to provide insurance to cover the undersigned or such participating child in the event they suffer illness, injury, death, property loss, theft, or damage of any sort upon, or about The Center, use of NM Soccer Club equipment, or participating in any programs, practice, training, events, leagues, and tournaments affiliated with NM Rush Soccer Club.

The undersigned agrees and acknowledges that use of The Center, use of NM Rush Soccer Club equipment, and participating in NM Rush Soccer programs, practice, training, events, leagues, and tournaments, may involve inherent danger and risk, including without limitation, the risk of physical illness or injury, death, or property damage. The undersigned hereby assumes full responsibility for, and risk of illness, bodily injury, death, or property damage to the undersigned and such participating child due to negligence, active or passive, or otherwise while in, about or upon The Center, using NM Rush Soccer Club equipment, and/or while participating in any NM Rush Soccer Club programs, practice, training, events, leagues, and tournaments. The undersigned acknowledges that any illness or injuries that the undersigned or such participating child contract or sustain may be compounded by negligent first aid or emergency response of the Release and waive any claim in respect thereof.

The undersigned agrees, acknowledges and consents for the staff associated with NM Rush Soccer Club and The Center to take photographs or digital recordings of the undersigned or the participating child during programs, practice, training, events, leagues, and tournaments and use them in any and all media for training or promotional purposes for NM Rush Soccer Club or The Center. The undersigned further consents that his or her identity or the identity of the participating child may be revealed therein or description text or commentary. The undersigned waives any rights, claims or interest in the photographs or digital recordings and understands there will be no financial or other remunerations for the photographs or digital recordings.

The undersigned further expressly agrees that the foregoing assumption of risk, release and waiver of liability, indemnification, and consent agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico and that if any provision herein is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read and voluntarily sign this Assumption of Risk, Release and Waiver of Liability, Indemnity and Consent Agreement and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I am aware that by agreeing to this agreement I am giving up valuable legal rights, including the



right to recover damages from the NM Rush Soccer Club and The Center in case of illness, injury, death or property loss or damage or damage including for the avoidance of doubt and without limitation, exposure to Covid-19 at The Center, from use of NM Rush Soccer equipment, or from participation in any program, training, events, leagues, or tournaments affiliated with NM Rush Soccer Club and any illness, injury, or death resulting therefrom. I understand that this document is a promise not to sue and a release of and indemnification for all claims. If signing on behalf of a minor: I also understand that this agreement is made on behalf of my minor child and/or legal ward and I represent and warrant to NM Rush Soccer Club and The Center that I have full authority to sign this Agreement on behalf of such minor child.

I certify that I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, Indemnity, and Consent Agreement and agree to its terms.

Adult Participant Player's Printed Name _____

Adult Participant Player's Signature _____ Date _____

Emergency Contact _____ Emergency Contact Number _____

Participating Child/Player's Name _____ Date _____

(If the player named above is under EIGHTEEN (18) years of age, a parent/legal guardian MUST complete the following):

Parent/Guardian's Printed Name _____

Parent/Guardian's Signature _____ Date _____

Emergency Contact _____ Emergency Contact Phone _____