



ZIA YOUTH SOCCER LEAGUE

ASSUMPTION OF RISK & RESPONSIBILITY / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

Including Waiver/Release for Injury, Loss & Communicable Diseases including COVID-19

The conditions of both parts I and II of this form must be accepted for each participant (player and/or volunteer) via electronic signature/waiver acceptance by the player's parent or legal guardian. No player will be allowed to participate in Zia Soccer's activities without this form, properly executed, and on file.

PART ONE:

In consideration for my and/or my child's voluntary participation in any Zia Youth Soccer League program, I hereby willfully acknowledge that my electronic acceptance of this waiver attests to my understanding and agreement as follows:

- 1) I hereby certify and confirm that I am the parent or legal guardian of the child I am registering, and that I possess the full legal authority to electronically sign and accept the waivers included herein for myself and/or on behalf of my child. I understand that only parents and legal guardians are authorized to register a child for any Zia Youth Soccer League program, and that I must accurately confirm my parent/legal guardian status herein in order to complete a fully validated player registration.
- 2) I have thoroughly read and understand the pages of the Zia Youth Soccer League website, and am aware that I am signing my child up for a recreational program consisting of practices and friendly non-competitive coach-led scrimmage games. I am aware that Zia Youth Soccer is not and has never been a competitive sports league, and that aggressively competitive behavior by parents is not tolerated. I understand that it is my responsibility to familiarize myself with the program structure recently enacted changes or updates, if any, prior to registering, and that my failure to do so does not constitute a refund.
- 3) My child's player status will be kept in good standing. I, nor my child, will be compromised in such a way as to do harm to the league, knowing that participants may be dismissed, with possible loss of paid registration fees, for misconduct or unsportsmanlike behavior on or off the field. I confirm that I have read, understand, and fully agree to abide by the **Zia Youth Soccer League Code of Conduct**, as posted on the league website.
- 4) I certify that any and all information I provide to the league, through this registration or via any other means, written or verbal, is true and correct to the best of my knowledge. I understand that knowingly and intentionally providing false information may result in my child's registration becoming immediately void, with no refund due for any registration fees paid.
- 5) I agree to pay for any and all damages to any property or indemnities caused by me or my child willfully, negligently, or otherwise.
- 6) Soccer is a physical group sport. I understand that participation in ANY soccer-related activity, including but not limited to practices, scrimmages, games, or any other league-sanctioned event involves the risk of injury or illness. As such, **I assume ALL risks and hazards associated with my and/or my child's participation.**

- 7) To the best of my knowledge, my child is in proper physical condition to participate in soccer activities and has no illness, disease or existing injury or physical defect that would be aggravated by his or her participation. I will inform my assigned league contact if this status changes.
- 8) I acknowledge that my or my child's participation includes potential risk involving loss or damage to me or my property, as well as that of my child, including the risk of death, or other unforeseen consequences, including those which may be due to the unavailability of immediate emergency medical care.
- 9) I give my consent to any and all league representatives and volunteers as applicable, including but not limited to my child's coach and/or other present field personnel, to authorize emergency medical treatment for my child as necessary in my absence.
- 10) My child will wear shin guards, properly-fitted and appropriate shoes, and other protective equipment as provided by league rules, to all events.
- 11) I understand that it is my personal responsibility to have insurance coverage in place that covers my and/or my child's participation in league activities, and that the league does NOT provide such coverage to participants. Therefore, I understand that I should have a current, active, personal injury insurance policy in force. Under any condition, **I am solely responsible for any and all medical or other expenses arising from my and/or my child's participation in Zia Youth Soccer League activities.**
- 12) I have the right and responsibility to inspect the equipment and facilities prior to events and, if I believe that anything may be unsafe, I will advise my child's coach or any other league representative present, and may refuse to participate.
- 13) **I HEREBY RELEASE, WAIVE LIABILITY, DISCHARGE, HOLD HARMLESS, INDEMNIFY, AND COVENANT NOT TO SUE** the league, its associated directors, administrators, officers, managers, employees, coaches, trainers, volunteers, sponsors and advertisers, and other agents, estates or executors, from any and all liability incurred in the conduct of, and my and/or my child's participation in, their soccer programs. This includes owners, lessors, and lessees of premises, municipalities, government agencies, successors, heirs, and assigns.
- 14) **I HAVE COMPLETELY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS, WHICH I ACCEPT VOLUNTARILY.** My electronic acceptance of this waiver attests to this on behalf of myself and my executors, personal representatives, administrators, heirs, next-of-kin, successors, and assigns. Further, as the parent or legal guardian of the participant, I hereby agree to the foregoing waiver for, and on behalf of, the participant named in the associated registration. I hereby bind myself, the minor, and all other assigns to the terms of this waiver. I represent and certify that I have the legal capacity and the authority to act for, and on behalf of, the minor in the execution of this waiver. **MY AND/OR MY CHILD'S PARTICIPATION IN ANY ZIA YOUTH SOCCER LEAGUE PROGRAM IMPLIES MY/OUR FULL CONSENT WITH THE FULL CONTENTS OF THIS WAIVER.**

PART II:

In consideration of being allowed to participate in athletic programs and related events and activities through Zia Youth Soccer League and/or the Soccer Association for Youth (hereinafter referred to as the RELEASEES), the undersigned acknowledges, appreciates, and agrees that:

- 1) I understand that unless government-induced restrictions are re-introduced limiting contact due to COVID-19, the fall 2021 soccer season's practices and scrimmage games will NOT be socially-distanced for players during active practice or scrimmage game participation. I further understand that social distancing WILL be required of spectators at all times.

- 2) Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, COVID-19 and/or any mutation or variation thereof. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
- 3) I understand that Zia Youth Soccer League operates in full compliance with any and all recommendations made and/or restrictions imposed by health authorities for the safety of its participants and the community, including but not limited to a degree of social distancing and the wearing of face coverings. I agree to comply with such restrictions fully, and am registering my child and/or myself in full awareness and acceptance of these requirements.
- 4) **I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the RELEASEES or others, and assume full responsibility for my and/or my child's participation.**
- 5) I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself and/or my child from participation and bring such to the attention of the nearest league representative present immediately.
- 6) **I certify that I have read and understand Zia Youth Soccer League's COVID-Safe Return to Play Protocol**, as posted on the league's website at www.ziasoccer.org, and agree to comply with its provisions fully.
- 7) I understand that Zia Youth Soccer League incurs significant non-refundable and non-transferable organizational costs and expenses in the weeks and months leading up to the season's start date. The league covers these costs each season using that season's registration funds, which due to the nature of the expenses they cover are neither refundable nor creditable to registrants once paid. Therefore, I understand, agree and accept that if further restrictions, limitations, or closures are imposed upon the youth sports industry by the State of New Mexico or any other governing authority under which the league operates, or if public health recommendations are made by state or federal health departments, the Center for Disease Control and Prevention, the World Health Organization, or any other agency responsible for public health and safety, affecting in any way the league's ability to provide a soccer program in a safe environment and my child's ability to participate therein, and postponements or cancellations must take place in order to protect the health and safety of my child, **no refund or credit of the registration fee I have paid will be issued.** I take the financial risks associated with my child's registration knowingly and at my own will, and will not hold Zia Youth Soccer League liable should I suffer a financial loss due to public health and safety concerns beyond the league's control.
- 8) **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS S.A.Y. Soccer, U.S.A., AND Zia Youth Soccer League, as well as their respective officers, officials, coaches, members, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), while participating in activities of any kind whether sponsored by or under the supervision of S.A.Y. Soccer U.S.A. and/or Zia Youth Soccer League and with respect to any and all illness, disability, death, or loss or damage to person or property, whether arising from the negligence of RELEASEES or otherwise, to the fullest extent permitted by law.**

I HAVE READ THIS ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ACCEPTING IT, AND ACCEPT IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. Further, as parent/guardian, with legal responsibility for this participant, I certify that I have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection

against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. 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 for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.