



Creve Coeur Park
SOCCER COMPLEX

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AGREEMENT & WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in any of the athletic/sports programs and related activities, and birthday parties, with the following entities, the undersigned agrees to the following:

A. Releasees. The term “Releasees” shall mean “St. Louis County” the foregoing’s affiliated clubs, respective administrators, directors, agents, coaches, other employees of the organizations, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct an event; and other individuals participating in St. Louis County Sports athletic/sports programs and related activities. St. Louis County is a first-class charter county.

B. The undersigned shall indemnify and hold St. Louis County, its officers, agents and employees harmless for all complaints or suits made or brought for injury to persons, or property caused by St. Louis County guests, opponents, or spectators and for any and all losses, claims, damage, costs and expenses arising out of or resulting from any act or omission of St. Louis County.

C. Inspection and Reporting of Unsafe Conditions. The undersigned shall, prior to participating, inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, he/she will immediately advise his/her coach or supervisor of such condition(s) and refuse to participate.

D. Understanding and Assumption of Risk. The undersigned understands that, by participating, he/she will be engaging in activities that involve risk of serious injury, including permanent disability and death and severe social and economic losses which might result from his/her own actions, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. The undersigned further understands that there may be other risks not known or reasonably foreseeable at this time. The undersigned assumes all the foregoing risks and accepts personal responsibility for damages which may hereinafter occur following such injury, permanent disability, or death.

E. RELEASE OF LIABILITY. THE UNDERSIGNED RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE RELEASEES from demands, losses, or

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damages on account of injury from future participation, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees. In addition to RELEASING THE RELEASEES AND ASSUMING THE RISK OF INJURY AND DAMAGES, the undersigned shall indemnify and hold harmless the Releasees as to any claims for injury and damage caused by the negligence of Releasees. This Agreement & Waiver and Release of Liability does not, however, apply to gross negligence or intentional torts by Releasees.

F. Health Insurance. The undersigned shall carry personal health insurance in case of a sports injury.

G Consent to Use Undersigned's or Undersigned's Child's Image. The undersigned consents to and grants his/her permission for "St. Louis County" to use the undersigned's or the undersigned's child's image on any reproduction for marketing purposes, including but not limited to brochures, banners, websites, social media, print, video, and billboards.

THE UNDERSIGNED HAS READ THE ABOVE AGREEMENT & WAIVER AND RELEASE AND UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND DOES SO VOLUNTARILY.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC/SPORTS PROGRAMS AND RELATED ACTIVITIES, AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Participant: _____ Date: _____

Parent/Legal Guardian: _____ Date: _____