



SV Darmstadt 98 Beaumont Consent and Release of Liability

I, the below named player, agree to abide by the rules of SV Darmstadt 98 Beaumont and all other affiliated organizations. Recognizing the possibility to physical injury associated with soccer/athlete training, as more fully outlined below, and in consideration for SV Darmstadt 98 Beaumont and its affiliates accepting the player for its soccer/athlete SV Darmstadt Beaumont program, I hereby release, discharge, and/or otherwise indemnify SV Darmstadt 98 Beaumont and all other affiliated organizations, their employees and other associated personnel (hereinafter the “released parties”), against any claim by or on behalf of the registrant as result of the registrants participation in the program and/or being transported to or from the same, which transportation I hereby authorize.

I, the below named player, agree to the following:

I agree that if I engage in this recreational activity, it is done at my own risk, and I assume the risk of any and all injury and/or damage while engaging in said recreational activity. My assumption of risk includes, without limitation, injuries from uneven or irregular playing surfaces, injuries from contact with equipment or from equipment failures, injuries from physical contact with other players or injuries incurred while performing the physical activities inherent in participation in this activity. I agree that I am voluntarily participating in the aforementioned activities and using the facilities and premises and assume all risk of injury, illness, including but not limited to exposure to COVID-19 or any mutation thereof, damage or loss to me of my property that might result, including, without limitation, any loss or theft of any personal property.

I agree on behalf of myself (and all your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge the released parties from any and all claims or causes of action (known and unknown) arising out of the negligence of the released parties, whether active or passive.

This waiver and release of liability includes, without limitation, injuries which occur as a result of (a) my use of any equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment or facilities, (c) negligent instruction or supervision, and (d) slipping and falling for any reason, including negligent inspection or maintenance of its facility.

By execution of this agreement, I hereby agree to indemnify and hold harmless the released parties from any loss, liability, damage or cost the released parties may incur due to your

participation. I further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by law in the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST THE RELEASED PARTIES AND THEIR NEGLIGENCE OR DEFECTIVE PRODUCT ENCOUNTERED DURING PARTICIPATION. I HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Consent for Medical Treatment

As the participant in SV Darmstadt 98 Beaumont activities, I hereby give my consent for emergency medical care prescribed by a duly licensed Doctor of Medicine or Doctor of Dentistry. This care may be given under whatever conditions are necessary to preserve the life, limb, or well-being of me or my dependent.

_____ (initials)

Consent for Use of Subject for Promotion-Advertising

In addition, as the participant in SV Darmstadt 98 Beaumont activities, I hereby give my consent for photographs, pictures, video, or any other form of subject content, of me or my dependent to be utilized in promotion, advertising or any other type of marketing for SV Darmstadt 98 Beaumont.

_____ (initials)

Signature of Participant: _____

Participant Name: (print) _____

Date: _____

IF UNDER EIGHTEEN (18) YEARS OF AGE THIS FORM MUST BE SIGNED BY A PARENT OR GUARDIAN:

Signature of Parent/Guardian: _____

Parent/Guardian Name: (print) _____

Relationship to Minor: _____

Date: _____