



PALATINE PERFORMANCE CENTER

PALATINE PERFORMANCE CENTER Medical Treatment/Disclosure Authorization, Release and Liability Waiver

This Palatine Performance Center Medical Treatment and Disclosure Authorization, Release and Liability Waiver (this "Waiver"), must be completed and signed before the athlete can participate in a one-time trial session, competition, or event hosted by the Chicago Fire Football Academy LLC ("Academy"), the Palatine Performance Center LLC ("Company"), or any of their affiliated organizations (collectively the "Facility").

Participant's Full Name: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Gender: _____ Date of Birth: _____ Age: _____
Email: _____
Cell Phone: _____
Fathers Name: _____ Cell Phone: _____
Mothers Name: _____ Cell Phone: _____
Current School/College _____ Grade: _____
Current or Previous Club: _____
Primary Playing Position: _____ Secondary Playing Position: _____ Preferred Foot: _____

Parent(s)/Legal Guardian(s) declaration and consent: In consideration of the above listed participant ("Player") being given the opportunity to participate in the above Event, I/we, the parent(s) and/or legal guardian(s) of the Player and anyone acting on my, our and/or the Player's behalf (including, but not limited to, attorneys, representatives, agents, heirs, executors, administrators, assigns, insurers, predecessors, successors and any other person or entity asserting claims through me or the Player) give consent to the Player to take part in the Event and acknowledge, understand and agree to the following terms and conditions:

1. **No Remuneration or Insurance Coverage:** Player is participating in the Event on a volunteer basis, solely in exchange for the opportunity to practice and play sports activities and engage in related training and development activities. Player will not receive any monetary or other remuneration in exchange for Player's participation in the Event, is not an employee of any of the Released Parties (as defined below) and is not covered by workers' compensation insurance held by any of the Released Parties. Each of Player and his or her parent/legal guardian warrant that Player's participation in the Event is covered by their own medical insurance.
2. **Physician Examination and Medical Treatment Authorization:** Player has received a physical examination by a medical physician, has not been advised or cautioned against participation in the Event, and has been found physically capable of participating in the Event. Each of Player and his or her parent/legal guardian understands that it is their responsibility continuously monitor Player's own physical and mental condition during the Event and agree to withdraw Player immediately and notify appropriate personnel if at any point continued participation would create a risk of danger to self or others. Each of Player and his or her parent/legal guardian further authorize any Provider to provide Player with emergency medical and dental assistance and/or treatment and agrees to be financially responsible for the cost of any such assistance and/or treatment. Each of Player and his or her parent/legal guardian hereby authorizes transportation of Player to a medical treatment facility, should a Provider consider it to be warranted, and agrees to be financially responsible for the cost of such transportation. Each of Player and his or her parent/legal guardian further authorizes any Provider who has protected health information regarding Player to release such information to any third party, including, but not limited to, other medical providers and insurance companies for purposes of emergency treatment, payment and/or other health care operations as described in this paragraph. This authorization may be revoked at any time by informing a Facility coach or administrator, though Player may no longer be able to safely participate in the Event without it.
3. **Acknowledgment of Rules and Standards of Conduct:** Each of the Player and his or her parent/legal guardian will conduct themselves in a courteous and professional manner at all times during the Event and refrain from offensive or inappropriate remarks or conduct. The Player and parent/legal guardian(s) of the Player shall observe all rules, policies, and directives of the Company and Facility and their personnel. The failure to follow rules, policies, or directives of the Company and/or Facility and their personnel may, at the Company or Facilities sole discretion, be grounds for immediate removal of the Player from the Event.
4. **Transportation:** Each of the Player and his or her parent/legal guardian understands and agrees that it will be their sole responsibility to ensure Player's safety and security in traveling to and from the Event site, including within any parking or waiting area, and agrees and understands that Company, Facility or Event staff and organizers will not be responsible in any way for Player before and after any Event. Each of the Player and his or her parent/legal guardian understands and agrees that the Company or Facility will have the right to charge for additional staff time if staff are required to stay on site after the Event due to a late pick up of Player.
5. **Assumption of Risks:** By participating in the Event, each of the Player and his or her parent/legal guardian acknowledges that they have found the facilities, equipment, and areas to be used to be safe and acceptable for participation. Each of the Player and his or her parent/legal guardian hereby acknowledges that the Player will be engaging in activities that involve risk of injury and that the Event is for the sport of soccer and related activities, such as strength training, running and other aerobic activities. Company and Facility Events may or will involve strenuous exertions using various muscle groups, quick movements involving speed and change of direction, potential contact or collision with soccer balls, equipment, fixed objects (e.g., goals), other participants or referees (including persons that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types of various condition, sustained physical activity that places stress on the cardiovascular and nervous systems, and weather-related or natural hazards. Each of the Player and his or her parent/legal guardian hereby further acknowledges that the specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries, such as cuts, bruises, muscle strains and sprains, to (2) major injuries, such as broken or fractured bones, concussion or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis or death. In addition, each of the Player and his or her parent/legal guardian acknowledges that, by participating in the Event, the Player may be exposed, or expose others, to contagious and potentially harmful or deadly disease, such as "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2) or coronavirus disease (COVID-19) and any mutations or variations thereof, influenza, common cold, chicken pox, meningitis or measles. If Player has an underlying medical condition including lung, kidney, liver, or autoimmune diseases; serious heart conditions; obesity; diabetes; or asthma, each of the Player and his or her parent/legal guardian acknowledges and accepts that Player is at higher risk for severe illness or health complications from this exposure to SARS-CoV-2 and COVID-19. Each of the Player and his or her parent/legal guardian acknowledges that the Player will also be exposed to (i) risks while traveling (including to and from the Event), (ii) large crowds (such as at a competition or other Event), and (iii) risks related to receipt of medical or dental examination or treatment for any physical or medical conditions as pre-authorized pursuant to this Waiver.

Each of the Player and his or her parent/legal guardian has read the paragraph immediately above and (1) understands the nature of the activities of the Event, (2) understands the demands of those activities relative to the physical condition and skill level of the Player and (3) acknowledges the types of injuries and illnesses, as well as risks related to medical or dental examination or treatment for any physical or medical condition, which may occur as a result of participation in the Event. Each of the Player and his or her parent/legal guardian hereby agrees and acknowledges that (1) the Player's participation in the Event is voluntary, (2) HE OR SHE WILLINGLY AND VOLUNTARILY ASSUMES ALL RISKS IN ANY WAY ASSOCIATED WITH, RELATED TO, OR OCCURRING AS A RESULT OF, THE PLAYER'S PARTICIPATION IN THE EVENT, HOWEVER CAUSED OR ARISING, and (3) he or she accepts personal responsibility following any injury, illness, disability or death of the Player and, as such, understands that the Company and Facility recommend that he or she should have insurance to cover the Player in the event of injury, disability or death while participating in the Event. The provisions of this paragraph shall survive any expiration or earlier termination of this Waiver.

6. **Release, Waiver and Indemnity:** Each of the Player and his or her parent/legal guardian hereby forever releases, waives, discharges and agrees to indemnify and hold harmless, to the fullest extent permitted by law, the Platine Performance Center LLC, and each of their respective predecessors, successors, affiliates, members, managers, partners, shareholders, trustees, and controlling and controlled persons (together with any and all directors, officers, employees, volunteers, independent contractors, representatives, licensees, advertisers, sponsors, attorneys, agents and assignees of each of the foregoing) (collectively, the "Released Parties") from and against any and all claims, actions, causes of action, demands, indemnity, suits, debts, sums, accounts, controversies, rights, damages, awards, costs, attorneys' fees, losses, expenses and liabilities whatsoever (contingent, accrued, matured, direct, derivative, personal, individual, collective, assigned, discovered, undiscovered, known, unknown, inchoate or otherwise) (collectively, "Claims") that each of the Player and his or her parent/legal guardian (or heirs or personal representatives) may now have, acquire, own or hold, or at any time heretofore owned, acquired or held, or could or may hereafter own, acquire or hold, against any Released Party in connection with, relating to, or arising out of the Player's participation in the Event (including, without limitation, use of any field or facility owned, leased or used by the Company or Facility, or services related thereto, or the exercise of rights related to any Materials defined below) even, in each case, if the Claims that the undersigned is releasing arise out of the negligence or carelessness of one or more of the Released Parties (collectively, the "Released Claims"). The provisions of this paragraph are specifically intended to be binding on each of the personal representatives, heirs, legatees, beneficiaries, executors and assigns of each of the Player and his or her parent/legal guardian. Each of the Player and his or her parent/legal guardian admits the possibility that he or she and/or his or her successors may not fully know the number or magnitude of all of the Released Claims, but nevertheless intends to assume all risks by releasing such unknown claims, and agrees that this release is a full and final release and waiver of all of the Released Claims. Each of the Player and his or her parent/legal guardian expressly waives the benefit of any statutory or other provision that creates any exception to the provisions of this paragraph. The provisions of this paragraph shall survive any expiration or earlier termination of this Waiver.
7. **Personal Information and Publicity Waiver and Consent:** Each of the Player and his or her parent/legal guardian consent to the Released Parties' collection of personally identifiable information from Player as needed to operate the Event and facilitate Player's participation therein. Each of the Player and his or her parent/legal guardian hereby consents to any and all recording, photographing and filming of such Player and/or such Player's parent/legal guardian while at the Event and irrevocably and perpetually authorizes any of the Released Parties to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display, otherwise use, and permit others to use the name, image, likeness and voice of such person, as well as any photographs, videotapes, audiovisual materials, motion pictures, recordings, writings, statements, quotations or other record of participation of or by such person in the Event (collectively the "Materials"), at any time and in any manner, form, or format whatsoever now or hereinafter created, including on the Internet, and for any lawful purpose, including to promote or advertise the Event or Released Parties without further consent from or payment to such person. Each of the Player and his or her parent/legal guardian understand that the Released Parties are under no obligation to use the Materials and agree that all Materials and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the Materials are the sole property of the Released Parties and further agree not to contest the rights or authority granted to the Released Parties hereunder. Each of the Player and his or her parent/legal guardian hereby waive any right to inspect or approve the Materials. The provisions of this paragraph shall survive any expiration or earlier termination of this Waiver.
8. **Waiver:** No waiver by any Released Party of any right to enforce any term or condition of this Waiver, or any breach hereof, shall be deemed a waiver of such right in the future or of any other right or remedy available under this Waiver.
9. **Severability:** Each of the undersigned acknowledges and agrees that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion hereof is held invalid, it is agreed that the remaining portion of this Waiver will continue in full force and effect.
10. **Counterparts:** This Waiver may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed together as a single document.
11. **Governing Law:** This Waiver shall be governed by and construed in accordance with the laws of the State of Illinois.
12. **Assignment:** This Waiver may not be assigned by the Player or his or her parent/legal guardian without the express written consent of the Academy.
13. **Dispute Resolution and Venue:** In the event of any dispute relating to the Event, each of the Player and his or her parent/legal guardian agrees to engage in good faith efforts to mediate the matter. Should the issue not be resolved by mediation, each of the Player and his or her parent/legal guardian agrees that all disputes, controversies, or claims arising out of participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available online at www.adr.org. If any action nonetheless proceeds to a court of law, the local state or federal court of Illinois has exclusive jurisdiction and only substantive laws of Illinois shall apply. Each of the Player and his or her parent/legal guardian agrees that any mediation, arbitration or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Each of the Player and his or her parent/legal guardian has read this Waiver carefully and fully understands its contents. Each of the Player and his or her parent/legal guardian is aware that this is a Waiver not to sue the Released Parties and constitutes a complete release of liability by each of the Player and his or her parent/legal guardian, and anyone acting on their behalf. Each of the Player and his or her parent/legal guardian acknowledges that he or she is signing this Waiver of his or her own free will, with full knowledge of the risks being assumed by him or her. Each of the Player's parent/legal guardian affirms that he or she is the parent(s) or legal guardian(s) of the Player with authority to consent and execute this Waiver and agrees to indemnify and hold harmless the Released Parties from and against any liability arising out of any claim of any invalidity of this affirmation. Each of the Player and his or her parent/legal guardian understands that he/she has the right to have his/her own attorney review this Waiver. By signing this Waiver, each of the Player and his or her parent/legal guardian acknowledges that he/she is consenting to the Player's participation in the Event on the terms and conditions set forth in the Waiver.

IF PLAYER HAS TWO PARENTS AND/OR GUARDIANS, BOTH MUST SIGN THIS WAIVER

Parent/Legal Guardian Name _____ Signature _____ Date _____	Parent/Legal Guardian Name _____ Signature _____ Date _____
---	---