

LIABILITY WAIVER AND RELEASE AGREEMENT – LMS ACADEMY



This Liability Waiver and Release Agreement is entered into by the undersigned parent(s)/legal guardian(s) and LMS Academy considering the minor child's participation in the Academy's soccer programs, events, and activities. By signing below, Parent/Guardian agrees to the following terms:

Registration

- Registration for LMS Academy will be conducted **online via the Academy website**.
 - The Academy will have **two seasons**:
 1. **Season 1**: September – End of January
 2. **Season 2**: February – End of June
 - **Withdrawal Policy**: If a participant wishes to **drop or quit**, a **30-day written notice** is required. Failure to provide notice will result in the next month's payment being processed.
 - Participants may **stop or quit at the end of the first season (end of January)** without any penalty.
 - **Payment Processing**: Payments will be **automatically processed through the website** according to the selected plan.
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Academy Holidays & Closures

U.S. National Holidays

- Independence Day – July 4 (celebrating the nation's founding)
- Christmas Eve & Christmas Day – December 24–25
- Memorial Day – Last Monday in May
- Thanksgiving – Thursday (and sometimes Friday) in November
- New Year's Day – January 1 (closure optional, based on Academy decision)
- Labor Day – First Monday in September (closure optional, based on Academy decision)

Jewish Holidays

- Rosh Hashanah – New Year (September)
- Yom Kippur – Day of Atonement
- Sukkot
- Passover (Pesach)
- Shavuot

Other Holidays/Closures

- Additional holidays or closures may be observed at the Academy's discretion (Families will be notified of optional closures by email and/or text at least 48 hours in advance.)

1. Acknowledgment of Risks

Parent/Guardian **understands and acknowledges** that participation in soccer and related activities inherently involves **risks of injury**, including but not limited to **sprains, fractures, concussions, dehydration, and in rare cases, serious injuries such as paralysis or death**. Risks may also arise from weather conditions, equipment failure, or negligence of other participants. Parent/Guardian acknowledges that while LMS Academy will take reasonable precautions, it **cannot eliminate all risks** associated with participation in these activities.

2. Assumption of Risks

Parent/Guardian **voluntarily assumes all risks** associated with the Participant's participation in the Activities, whether known or unknown, foreseeable or unforeseeable, and **assumes full responsibility** for the safety and well-being of the Participant during such participation.

3. Release of Liability

Parent/Guardian agrees to **release, discharge, and hold harmless** the Academy, its officers, directors, employees, agents, volunteers, and representatives ("Released Parties") from **any and all liability, claims, demands, or causes of action** arising out of or related to the Participant's participation in the Activities, including injuries, damages, or losses caused by the negligence of the Released Parties, **except in the case of gross negligence or intentional misconduct**.

4. Indemnification

Parent/Guardian agrees to **indemnify and hold harmless** the Released Parties from any claims, demands, liabilities, or expenses (including attorney's fees) arising from the Participant's actions, including but not limited to damage to property, injury to other participants, or violation of any policies.

5. Medical Consent and Disclosure

Parent/Guardian affirms that the Participant is **physically fit** and has **no known medical conditions or allergies** that would prevent safe participation in the Activities. Parent/Guardian agrees to provide **written disclosure** of any allergies, medical conditions, or medications prior to participation. In the event of a medical emergency, Parent/Guardian **authorizes the Academy to seek necessary medical treatment** for the Participant at Parent/Guardian's expense. Parent/Guardian further agrees to **inform the Academy of any changes** in the Participant's medical condition that may affect their ability to safely participate.

6. Concussion Acknowledgment

Parent/Guardian acknowledges that **concussions and other head injuries are a risk** of participation in sports, including soccer. Parent/Guardian affirms that the Participant has received **information on the signs and symptoms of concussions** and understands the procedures to follow if such an injury occurs. In the event of a suspected concussion, the Participant will be **removed from play and will not be allowed to return without medical clearance**.

7. Equipment, Personal Property, and Uniform Policy

Parent/Guardian acknowledges that it is their responsibility to ensure the Participant has proper and safe equipment, including **shin guards** and appropriate footwear. The Academy is not responsible for any **lost, stolen, or damaged personal property**, including clothing, gear, or electronics.

Uniform Requirement:

- All participants are required to wear the **official LMS Academy uniform** to each practice and game.
- It is recommended that each participant purchase **two full uniform kits**, especially if attending multiple sessions per week.
- **Pricing and ordering information is available on the Academy website.**

Jersey & Merchandise Policy:

- **All uniform and merchandise purchases are final sale** and non-refundable unless defective or incorrect due to LMS Academy error.
- **Defective or incorrect items** must be reported within **7 days of receipt** for exchange.
- **Registration Requirement for Jerseys:** Players **must order their jersey during the registration timeline**. Failure to do so will result in the **loss of their jersey number**, and the player will have to purchase a **new jersey**.

Uniform Care Instructions:

- Turn inside-out before washing/drying
- No fabric softener (e.g., Downy)
- No bleach (e.g., Clorox)
- Machine wash cold (hand wash recommended)
- Wash separately from equipment (especially Velcro)
- Remove promptly from washer
- Air dry or tumble dry on low (hang drying recommended)
- Do not iron or dry clean
- Ensure uniforms are dry before storing

UNIFORM CARE INSTRUCTIONS

 **Turn inside-out before washing/drying**

 **No fabric softener** (ie: Downy)

 **No bleach** (ie: Clorox)

 **Machine wash cold**
(hand wash is recommended)

 **Wash separately from equipment**
(do not wash/dry with equipment containing velcro)

 **Remove from washer promptly**

 **Tumble dry Air dry/Low heat**
(hang dry is recommended)

 **Do not dry clean**

 **Do not iron**

 **Dry completely before storing**

8. Weather and Environmental Risks

Parent/Guardian acknowledges the risks associated with outdoor activities, including exposure to extreme heat, rain, lightning, and other environmental factors. The Academy will make reasonable efforts to ensure safety but **cannot guarantee that such risks will be eliminated**. Parent/Guardian understands that if weather conditions pose a safety risk, activities may be suspended or canceled.

9. Parental Responsibility

Parent/Guardian assumes full financial and legal responsibility for any damage caused by the Participant to property or other individuals during the Activities, including any injuries, damages, or incidents resulting from the Participant's actions.

10. Media Release

Parent/Guardian grants permission for the Academy to use photographs, videos, or other media of the Participant for promotional purposes, including on the Academy's website, social media platforms, and printed materials, **without compensation**. If Parent/Guardian objects to the use of such media, they must provide written notice to the Academy prior to the start of the Activities.

11. Community Service Opportunity

Parent/Guardian acknowledges that LMS Academy offers an optional community service opportunity. The Participant may choose to contribute by volunteering within the Academy for various tasks, such as assisting with events, helping with administration, or supporting younger participants. **Participation in community service is entirely voluntary** and will not affect the Participant's standing in the program.

12. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalidity or unenforceability of one provision will **not affect the validity or enforceability of the rest of the Agreement**.

13. Duration of Agreement

This Agreement shall remain valid for the entire duration of the Participant's enrollment in the Academy, including participation in all activities, unless revoked in writing by Parent/Guardian. Any revocation must be submitted prior to the start of the Participant's next session or activity.

14. Governing Law

This Agreement shall be governed by the laws of the **State of Florida**. Any disputes related to this Agreement shall be resolved in accordance with Florida law and in the courts located within the State of Florida.

15. Refund & Cancellation Policy

Parent/Guardian acknowledges that fees paid for participation in LMS Academy are **non-refundable** unless otherwise stated in writing.

Refunds will not be provided for:

- Missed sessions due to personal reasons, scheduling conflicts, or illness
- Weather-related cancellations (see Section 8)

- Removal due to behavioral violations or policy breaches
- Registration or tryout fees once paid

Withdrawal Policy:

- If a participant wishes to withdraw from the program, **30 days advance written notice** is required. Failure to give proper notice will result in the next scheduled payment being processed.
 - **Special Circumstances:** Refund requests due to serious injury or medical conditions may be reviewed on a case-by-case basis. LMS Academy reserves sole discretion in approving exceptions to this policy.
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16. New Player Tryouts & Registration

New Players: All new players must attend a tryout before registering. The tryout fee is **\$25 and non-refundable**, regardless of the outcome.

Registration Fee: A **\$40 non-refundable registration fee** is required to confirm placement in the academy following a successful tryout.

Payment Options:

- Pay in full at the time of registration, or
- Choose a **5-month installment plan** with equal monthly payments.

Early-Bird Discount: Players who register and submit payment prior to the early bird deadline will pay a **\$25 registration fee** instead of the standard \$40. Early bird payments must be made in full before the deadline to qualify.

17. Injury & Insurance Disclaimer

Parent/Guardian understands that LMS Academy does **not provide individual accident or health insurance** for participants. It is the sole responsibility of the Parent/Guardian to ensure that the Participant has adequate health insurance coverage for any injuries sustained during academy activities.

18. Transportation & Drop-Off/Pick-Up Policy

Parents/Guardians are responsible for timely drop-off and pick-up, as the Academy is not responsible for supervision before or after scheduled activities; children must be checked in with a coach or staff member, promptly picked up afterward, and repeated late pick-ups may result in fees or dismissal.

19. Zero-Tolerance Policy for Violence & Harassment

LMS Academy has a zero-tolerance policy for violence, bullying, harassment, or discrimination. Any participant or parent engaging in such behavior may be subject to immediate removal from the academy with no refund.

20. COVID-19 & Health Precautions

Parent/Guardian acknowledges that participation in group sports carries potential health risks, including exposure to illnesses such as COVID-19. Parent/Guardian agrees to keep the Participant home if they exhibit symptoms of contagious illnesses and to follow any health guidelines set by the Academy.

21. Player Code of Conduct and Behavior Statement

As the parent/guardian, I understand that my child represents themselves, their team, their coaches, and LMS Academy at all times. I agree that my child will:

Respect for Coaches, Teammates, and Opponents:

- Listen to and respect their coaches and follow instructions.
- Treat teammates, opponents, referees, and staff with courtesy.

Sportsmanship and Effort:

- Always try their best in training and games.
- Show good sportsmanship in every situation.
- Avoid bullying, disrespect, or unsportsmanlike behavior.

Accountability and Discipline:

- Arrive on time, prepared, and ready to participate.
- Understand that inappropriate behavior may result in disciplinary action.

Zero-Tolerance Agreement:

- Follow the Academy's zero-tolerance policy against violence, bullying, harassment, or discrimination.
 - Understand that failure to follow these rules may result in removal from the program.
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Signatures

Participant's Name (Child): _____

Parent/Guardian Name: _____

Signature: _____

Date: _____

Emergency Contact Information:

- Name: _____
- Phone Number: _____
- Participant's Date of Birth: _____

Authorized Representative of LMS Academy:

- Name: _____
 - Signature: _____
 - Date: _____
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Parent/Guardian Code of Conduct Agreement

As a parent/guardian of a participant in LMS Academy, I acknowledge that my behavior and actions contribute to the overall experience of the players, coaches, and staff. To ensure a positive, respectful, and supportive environment, I agree to abide by the following guidelines:

Respect for Coaches and Officials:

- I will respect coaches, referees, and staff; their decisions are final.
- I will not coach from the sidelines or interfere with training/games.

Sportsmanship and Positive Encouragement:

- I will encourage my child and others positively.
- I will avoid criticism, negativity, or confrontations.

Sideline Behavior:

- I will model good sportsmanship and avoid disruptive conduct.
- I will not use profanity or aggression of any kind.

Academy Policies and Discipline:

- I understand failure to follow guidelines may result in removal from events or suspension.
- I will adhere to any additional policies from LMS Academy.

Parent/Guardian Name: _____

Signature: _____

Date: _____