

LIABILITY WAIVER AND RELEASE AGREEMENT

LMS ACADEMY LLC



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

Registration - Registration for LMS Academy will be conducted online via the Academy website - <https://lmsoccer.com/>.

Season Schedule - The Academy will have one estimated seasons:

Season: September – End of June

Withdrawal Policy - If a participant wishes to withdraw, a 30-day written notice via certified mail must be sent to: **21385 Greenwood CT. Boca Raton, FL 33433**. Failure to provide such requested notice will result in the next month's payment being processed.

Payment Processing - Payments will be automatically processed through the website according to the selected player/participants plan. Payments through LMS Academy uses a third party transaction company and all legally binding laws for such payments are through the payment processing company that LMS chooses to use and or change at its sole discretion.

LMS Academy will be held harmless for any 3rd party processing errors.

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(s)/Guardian(s) 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**, and or **negligence** of other participants. Parent(s)/Guardian(s) acknowledges that **LMS Academy** cannot eliminate **risk factors** associated with participation in these activities.

2. Assumption of Risks

Parent(s)/Guardian(s) 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(s)/Guardian(s) **agrees to release, discharge, and hold harmless** the Academy, its **officers, directors, employees, agents, volunteers, and or representatives** also known as the ("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**.

4. Indemnification

Parent(s)/Guardian(s) **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(s)/Guardian(s) **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 LMS** to contact **emergency care** for the **Participant**. In case such an **emergency** may arise, **LMS has no liability** as to **medical decisions** and/or **further care and expenses** arising out of such **unforeseen emergency**. 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(s)/Guardian(s) **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(s)/Guardian(s) **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**.

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**.

Defective - must be reported within **7 days** of receipt for an **approved 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** (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(s)/Guardian(s) **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(s)/Guardian(s) **assumes** full financial and legal responsibility for any **damage** caused by the **Participant** to **property** and/or other **individuals** during the **Activities**, including any **injuries**, **damages**, or **incidents** resulting from the **Participant's actions**.

10. Media Release

Parent(s)/Guardian(s) **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** by **email** to the **Academy** prior to the start of the **Activities**.

11. Community Service Opportunity

Parent(s)/Guardian(s) **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**.

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(s)/Guardian(s) **acknowledges** that **fees paid** for **participation** in **LMS Academy** are **non-refundable**.

Refunds will not be **provided** for:

- **Missed sessions due to personal reasons, scheduling conflicts, or illness**
- **Weather-related cancellations**
- **Removal due to behavioral violations or policy breaches**
- **Registration or tryout fees once paid**

16. 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.

17. 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 **\$30 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 \$30**. **Early bird payments** must be made **in full** before the **deadline** to **qualify**.

18. Injury & Insurance Disclaimer

Parent(s)/Guardian(s) 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**.

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

Parent(s)/Guardian(s) are **responsible** for **timely drop-off and pick-up**, as the **Academy** is **not responsible** for **supervision before, during, or after scheduled activities**; **children must be checked in with a coach or staff member and NOT left on the soccer field area or the park/facility alone**. Parent/Guardian must **promptly participant(s)** Repeated late pick-ups may result in **fees or dismissal**.

20. 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**.

21. COVID-19 & Health Precautions

Parent(s)/Guardian(s) 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 illnesses**.

22. LMS Academy Safe Environment & Harassment Policy

LMS Academy is committed to a **safe, respectful, and professional environment**. Harassment, abuse, or inappropriate conduct is strictly **prohibited**.

Prohibited Conduct (Zero Tolerance)

- **Verbal, physical, emotional, or sexual harassment**
- **Inappropriate comments, behavior, contact, or communication**
- **Private messaging or direct communication with minors (must go through parents)**
- **One-on-one meetings between LMS staff and player(s)/participant without parent/guardian**
- **Transporting a minor without parent/guardian**
- **Taking or using photos/videos of players for personal use**

Parents must report inappropriate behavior immediately to LMS Academy's registered director.

Parents/legal guardian understands the following:

- **LMS Academy is not responsible for delays in reporting**
- **LMS Academy is not liable for off-site misconduct**

Legal Release & Limitation of Liability (Parents Cannot Sue)

By registering, parents waive, release, and discharge LMS Academy from all claims related but not limited to:

- **Alleged harassment or misconduct**
- **Staff discipline or program decisions**
- **Misconduct not reported or off-site**
- **Enforcement actions or investigations**
- **Actions of third parties**

Parent(s) agree:

- They may **not pursue legal action or arbitration**

Indemnification

Parent(s)/legal guardian agree to hold harmless LMS Academy from any **claims** by:

- **Participant(s)/player**
- **Another parent or affiliate**
- **Another participant**

By **registering**, **parent(s)/legal guardian(s)** **acknowledge** that they have **read and understand this policy** and all **terms included in it**. **Signer agrees and acknowledges** that they are of **legal capacity to sign and accept this release waiver to LMS Academy** and **waives all rights to sue or file claims against LMS** or any of its **representatives**.

23. Player Code of Conduct and Behavior Statement

As the **parent(s)/guardian(s)**, 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.**

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.**

Signatures

Participant's Name (Child): _____

Parent(s)/Guardian(s) Name: _____

Signature: _____

Date: ____ / ____ / ____

Emergency Contact Information:

Name: _____

Phone Number: _____

Participant's Date of Birth: ____ / ____ / ____

25. Parent(s)/Guardian(s) 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(s)/Guardian(s) Name: _____

Signature: _____

Date: ____ / ____ / ____

