

# 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

