



A) Conditions of Application and Player OR Parent/Guardian Release

Please read through the following conditions. When finished, please sign to agree to these conditions and present this form at tryouts.

Risers Tryouts

1. Risers reserve the right to refuse admission to any athlete that we feel could be a detriment to any other athletes.
2. Photographs and video footage taken of my child as a result of participation in activities with the Risers may be used in Risers promotional materials or website.
3. I understand that there may be elements of risk associated with activities at tryouts. I give permission for my child to participate in all activities at tryouts and hereby release and agree to indemnify and hold harmless Risers from any and all claims of any nature arising from such participation.

B) Cancellation Policy

Risers Tryout Cancellations (written or emailed notification)

1. If cancellation is made more than 2 weeks prior to the start date of your scheduled tryout, your deposit is fully refundable.
2. If cancellation is made 2 weeks or less from the start date of your scheduled tryout, the result is forfeiture of the cost of tryout.
3. No-shows for a scheduled tryout will result in forfeiture of the tryout fee.
4. Refunds will be mailed in the form of a check within 2-4 weeks of cancellation.

C) Release of liability, waiver, indemnification, and consent to medical attention and use of images

I understand that all Risers tryout activities carry with them significant risks. Although Risers have taken reasonable and prudent steps to reduce foreseeable risks, they still exist. Accordingly, in exchange for my child or ward being allowed to participate in Risers tryouts, to be conducted at the location identified on the tryout registration form, we, the parent(s) or legal guardian(s) (individually and collectively referred to on the tryout registration form in the first person singular) of the child or ward identified on the tryout registration form agree to be bound by each of the following:

1. Voluntary Participation.

I understand and confirm that our child or ward's participation in the tryout is voluntary.

2. Identification of Risks.

I understand that the Risers tryout takes place at various locations in Michigan. I understand that there are certain dangers, hazards, and risks inherent in tryout activities. I also understand that medical facilities or treatment may be inadequate or unavailable during the tryout. I understand that our child's or ward's participation in the tryout may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. There may be other risks not known to Risers and not reasonably foreseeable at this time. I understand that this release of liability, waiver, indemnification, and consent is intended to address all of the risks of any kind associated with my child's or ward's participation in any aspect of the program, including,



particularly, such risks created by actions, inactions, or negligence on the part of Risers or its directors, officers, employees, agents, volunteers, successors, or assigns.

3.Assumption of Risk.

I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my child's or ward's participation in the Risers tryout. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my child's or ward's participation in the Risers tryout.

4.Release and Waiver.

I release Risers and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my child's or ward's participation in the Risers tryout, whether or not caused in whole or in part by the negligence or other misconduct of Risers or any of the individuals mentioned above.

5.Indemnification.

I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Risers and its directors, officers, employees, agents, volunteers, successors, and assigns, from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my or my child's or ward's behalf, that is released or waived by this instrument), in any way connected with or arising out of my child's or ward's participation in the Risers tryout, whether or not caused in whole or in part by the negligence or other misconduct of Risers or any of the individuals mentioned above.

6.Statute of Limitations

The period prescribed for the commencement of actions against Risers regarding all claims for any liability, injury, loss, damage, or expense including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my or my child's or ward's behalf, that is released or waived by this instrument), in any way connected with or arising out of my child's or ward's participation in the Risers tryout, whether or not caused in whole or in part by the negligence or other misconduct of Risers or any of the individuals mentioned in section C5, is six months from the ending time of the ending date of the Risers tryout in which my child or ward was a participant of.

7.Waiver of Jury Trial

Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

8.Binding Effect.

This instrument shall be binding, jointly and severally, upon my child's or ward's relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Risers, the Risers tryout, and their respective directors, officers, employees, agents, volunteers, successors, and assigns.

9.Consent to Medical Treatment.

I authorize Risers and its representatives, if present, to provide to my child or ward, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should my child or ward require such assistance, transportation,

Muskegon Risers Soccer Club
2151 Harrison Ave
Muskegon, MI 49441



or services as a result of injury or damage related to any participation in the Risers tryout. This consent does not impose a duty upon Risers or its representatives, to provide such assistance, transportation, or services.

10. Use of Images.

By signature on this form, I grant to Risers, its successors and assigns, the right to use, publish (in any medium, but not limited to, print, digital, or display and transmission on the Internet), publicly display and perform (in any format, but not limited to, film, slide, television, digital display and/or transmission on the Internet), and copyright for its fundraising, marketing, educational media project, and other commercial purposes (the "Project"), photographs and/or video-taped interviews of my child or ward (collectively, the "Multi-Media Works").

By signature on this form and in consideration for Riser's agreement to have the Multi-Media Works taken for the possibility of being featured in the Risers Project, and the expense that it may incur in having the Multi-Media Works taken, processed, and produced, I release, on behalf of myself and my child or ward, Risers, its directors, officers, employees, agents, successors, assigns, and all persons acting under Risers's permission or authority, from any liability for, and waive any and all claims for injury, loss, damage, or compensation, or any other claims (including libel and slander, invasion of privacy, and violation of publicity rights) in any way connected with me and my child or ward, and arising out of Risers's use of the Multi-Media Works in its Project.

Finally, by signature on this form, I waive any right that I, or my child or ward, may have to inspect or to approve the Multi-Media Works' finished product or other copy that Risers may choose to use for the Project or in connection with other materials related to Risers, its business, and products. By signature on this form, I understand and agree to the terms above. I understand that I am giving up rights by signing it. I am signing it voluntarily.

11. Severability.

If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

12. Applicable Law.

Because the Risers tryout is conducted in the State of Michigan and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

THIS IS A RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS AND MY CHILD'S OR WARD'S RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

If the person participating in the Risers tryout is not yet 18 years old, a parent or the legal guardian must sign this form: In exchange for my/our child or ward being allowed to participate in the Risers tryout and as the parent(s) or legal guardian(s) of the above named

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individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent.

Player OR Parent/Guardian Name

Player OR Parent/Guardian Signature

Date

Please make a copy of this page for future reference.