



## WAIVER OF LIABILITY AND RELEASE AGREEMENT SOCCER

Our team, \_\_\_\_\_ wish to participate in the 5<sup>th</sup> NAC Soccer Tournament (the “Activity”) hosted by Baltimore Athletic Club (BAC). As a precondition to participating in the Activity, our team have read the following Release Agreement (the “Agreement”) and agree to its terms.

**Assumption of Risk.** Our team understands that participating in the Activity entails inherent risks of physical injury, including, but not limited to, the risks described in the Activity Detail Form on the last page of this Release Agreement. Our team have been given the chance to ask questions concerning the Activity Detail Form, and all such questions have been answered to my satisfaction. Having read this form, our team is fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. Our team voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by us as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of the Baltimore Athletic Club, its players, supporting organizations, its sponsors or volunteers (collectively “Baltimore Athletic Club”).

**Liability Release.** In consideration for the Baltimore Athletic Club allowing us to participate in the Activity, we agree we will not sue the Baltimore Athletic Club and our team release the Baltimore Athletic Club from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by us or to any property belonging to the team, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Baltimore Athletic Club.

**Indemnification.** Our team agrees to indemnify and hold harmless the Baltimore Athletic Club from and against any loss, liability, damage or costs, including court costs and attorneys’ fees, that the Baltimore Athletic Club may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the Baltimore Athletic Club.

**Warranty of Physical Fitness.** Our team warrant that we are physically fit and in a condition, that will allow me to participate fully in the Activity. We maintain medical insurance that covers our team/individuals for accidents and illnesses while we are participating in this Activity. We understand the Baltimore Athletic Club has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and Baltimore Athletic Club is relying on our warranty of our physical condition. We assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

**Emergency Medical Treatment.** We grant Baltimore Athletic Club permission to authorize emergency medical treatment as it deems appropriate, and agree that such action by Baltimore Athletic Club shall be subject to the terms of this Agreement. We understand and agree that the Baltimore Athletic Club assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

**Intent:** It is our team express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. Our team agrees that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Maryland, without regard to its conflict of laws provision. The courts in Baltimore County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of shall not be affected thereby.

In signing this Agreement, Our team acknowledge that we have read all pages of this Release Agreement form, understand it, and agree to be bound by its terms. We further acknowledge that we sign this Release Agreement voluntarily and the team members are at least fifteen years of age.

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**Team Name (print)**

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**Captain/Manager's Signature**

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**Date**

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND ALL PAGES SIDES BEFORE SIGNING.**

## ACTIVITY DETAIL FORM

Name of Activity: 5<sup>th</sup> NAC Soccer Tournament

Date(s) of Activity: July 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> of 2022

Description of Activity: Soccer

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By participating in the above activities, you may be exposed to several inherent risks, including but not limited to those listed below:

- **Tripping and Falling**
- **Abrasions, cuts, and contusions**
- **Sprained ankles and wrists**
- **Broken wrists**
- **Dehydration**
- **Heat Rash**
- **Heat Exhaustion**
- **Ankle Injuries**
- **Foot Injuries**
- **Twisting**
- **Head on Collisions**
- **Broken Bones**
- **Shin Splints**
- **Sprains, Strains, Contusions, Abrasions, Blisters**
- **Fractures**
- **Dislocations**
- **Head Injuries**
  - Unconsciousness
  - Dizziness
  - Headache
  - Blurred Vision
  - Confusion
  - Nausea
  - Light Sensitivity
- **Cardiac/ Respiratory Arrest**
- **Severe Bleeding**

We request you conduct your participation with the safety of yourself and others in mind.

**PLEASE READ AND SIGN THE RELEASE AGREEMENT ON THE PAGE 2 OF THIS FORM.**