



**SEATTLE FUTSAL ACADEMY
RELEASE OF LIABILITY, ASSUMPTION
OF RISK, AND
INDEMNIFICATION AGREEMENT**

This document affects your legal rights. Read BOTH PAGES carefully before signing.

1. Activity and associated risks: I have chosen to allow _____, my minor child (“the Minor”), to participate in Seattle Futsal’s open gym, futsal leagues, educational clinics, tournaments, and/or related events and activities (hereinafter referred to as “the Activity”), which is organized by Seattle Futsal Academy, L.L.C. (hereinafter referred to as “SFA”). I understand that:

- the Activity is inherently hazardous, and the Minor may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, overexertion, overheating, and other injuries due to the Minor’s lack of fitness or conditioning, the Minor’s own actions or inactions, equipment failures, or the negligence of others; and
- as a consequence of these risks, the Minor may be seriously injured or disabled or may die from the resulting injuries.

In consideration of the Minor being permitted to participate in any way in the Activity, I agree to the terms in this document.

2. Assumption of risk: I hereby freely assume the above-mentioned risks and any harm, injury, or loss that may occur to the Minor or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of SFA, its employees and officers, its contractors, and other people. I also understand that any equipment that the Minor brings or borrows from SFA or any other provider the Minor uses at his/her own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. Release of liability: I hereby **RELEASE SFA**, its contractors, the providers of any equipment, the entities that lease facilities to SFA for the Activity, and their respective volunteers, employees, officers, and directors (“the Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to the Minor** or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Washington law does not permit to be excluded by agreement.

4. Indemnification hold harmless and defense: I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for the Minor’s negligence, and any other claim arising from the Minor’s conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. Warranty of physical fitness. I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the Activity. With these demands in mind, the Minor has no physical or medical condition which, to my knowledge, would endanger myself or others if he/she participates in this Activity, or would interfere with the Minor’s ability to participate in this Activity. I understand SFA has not made, nor will make, any investigation into the Minor’s physical fitness or ability to participate in the Activity. SFA relies solely on my warranty of the Minor’s physical condition.

[over]

6. Use of my likeness: I understand that during the Activity the Minor may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that the Minor has for any such likeness of him/her or use of his/her name in connection with such likeness, and I grant to SFA and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of the Minor, whether in whole or part, in any form, without restrictions, and for any purpose.

7. Severability: I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

8. Applicable law, forum & attorney's fees: This agreement is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to any choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the Activity shall be brought only in the Superior Court of King County, Washington, or in the U.S. District Court for the Western District of Washington. I consent to the jurisdiction and venue of those courts for the resolution of any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the prevailing parties.

9. Consent to medical treatment: I give consent for leaders of the Activity to administer general first aid treatment to the Minor for any minor injuries or illnesses. If the injury or illness is life threatening or in need of emergency treatment, and SFA cannot reach me or another legal guardian, I authorize leaders of the Activity to summon any professional emergency personnel to attend, transport, and treat me. I understand and agree that SFA assumes no responsibility for any injury, damage, or expenses that might arise out of or in connection with such authorized emergency medical treatment.

I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

Parent / Legal Guardian Signature: _____ Date: _____

Name Printed: _____ Relationship: _____