

**2023 UNIVERSITY OF SOUTH ALABAMA and LENDINGTREE BOWL YOUTH SOCCER CLINIC
WAIVER AND AGREEMENT TO PARTICIPATE**

Name: (Please Print) _____ **(“Participant”)**

Waiver: In consideration of Participant’s attendance at and participation in the University of South Alabama and LendingTree Bowl youth soccer clinic (“Clinic”) to be held by the University of South Alabama (“USA”) and the Mobile Alabama Bowl, Inc., also known as the LendingTree Bowl (“LTB”) at the University of South Alabama in Mobile, Alabama (the “Site”), Participant and his/her Parent/Guardian, on behalf of Participant, Participant’s heirs, personal representatives or assigns, hereby release, waive, discharge, and covenant not to sue USA, and LTB, or any of them, and each of their respective affiliated companies and each of their respective directors, officers, employees, volunteers, sponsors, independent contractors, and agents from liability from any and all claims arising from the negligence of any of the aforementioned parties. This waiver agreement applies to (i) personal injury (including death) from accidents, injuries, or illnesses arising from or as a result of his/her participation in various activities at the Clinic including, but not limited to, soccer drills, training, transportation, lessons, social interaction, and individual use of the Site’s facilities, premises, and/or equipment; and (ii) any and all claims resulting from the damage to, loss of, or theft of property. Participant and Parent/Guardian consent to all recording and photographing (“Images”) of Participant at the Clinic and agree that these Images are the copyright property of University of South Alabama and the LENDINGTREE BOWL and may be used at any time in promotional materials in perpetuity without payment to Participant and without Participant’s or Parent/Guardian’s approval.

Indemnification and Hold Harmless: Participant and Parent/Guardian also agree to HOLD HARMLESS AND INDEMNIFY USA and LTB or any of them, from all claims resulting from the negligence of Participant and/or his/her Parent/Guardian and to reimburse USA and/or LTB, for any and all expenses incurred as a result of Participant’s participation in the Clinic, travel to and from the Site, and presence at and use of the Site’s facilities. Further, Participant and Parent/Guardian agree to hold harmless and indemnify USA and LTB, from all claims and amounts related to legal and other action brought against USA and LTB for damages caused by Participant (for example, for damages caused by Participant while fighting with another participant at the Clinic or intentional destruction of property at the Site).

Severability and Venue: Participant and Parent/Guardian further expressly agree that this waiver agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Alabama and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect. This waiver agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this agreement shall be Mobile County, Alabama.

Acknowledgment of Understanding: Participant and Parent/Guardian have read this waiver agreement and fully understand its terms. Participant and Parent/Guardian understand that Participant is giving up rights, including the right to compensation for injury resulting from negligence of USA and LTB. Participant and Parent/Guardian acknowledge that they are signing this waiver agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law. In signing this waiver agreement as parent or guardian, I acknowledge that I am consenting to Participant’s participation in the Clinic at the Site and acknowledge that I understand that any and all risks, including that of negligence by others, whether known or unknown, are expressly assumed by Participant and Parent/Guardian, and all claims, whether known or unknown, are expressly waived in advance.

AGREEMENT TO PARTICIPATE

Assumption of Risks: All physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries. Some activities at and related to the Clinic involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve contact with equipment, other participants (including other participants that are older or younger and who may be larger or smaller (in terms of weight and height) than Participant), and various surfaces (which may be uneven), and other activities involve sustained physical activity which places stress on the cardiovascular system. Participant will also be exposed to risks while traveling to/from the Site. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as scratches, cuts, bruises, and sprains to (2) major injuries such as loss of sight, loss of teeth, broken bones, joint or back injuries, concussions, and heart attacks to (3) catastrophic injuries including paralysis and death. Participant and Parent/Guardian also understand that Participant may expose others, or may be exposed, to contagious disease such as but not limited to Covid-19, influenza, chicken pox, or measles.

Participant and Parent/Guardian have read the previous paragraphs and (1) understand the nature of the activities at and related to the Clinic, (2) understand the demands of those activities relative to the physical condition and skill level of Participant, and (3) appreciate the types of illnesses and injuries which may occur as a result of activities made possible by USA and LTB. Participant and Parent/Guardian hereby assert that participation is voluntary and that Participant and Parent/Guardian knowingly assume all such risks.

Acknowledgement of Rules and Standards of Conduct: Participant and Parent/Guardian understand that the Site, USA, LTB, and the Clinic have rules and standards of conduct, and Participant and Parent/Guardian agree to abide by these rules and standards for the safety of all persons on-Site, staff, and all participants.

Acknowledgment of Understanding: Participant and Parent/Guardian have read this agreement to participate and fully understand its terms. Participant and Parent/Guardian acknowledge freely and voluntarily signing this agreement and intend the signatures to signify a complete assumption of the inherent risks of participating in or observing activities at the Clinic at the Site to the greatest extent allowed by law in the State of Alabama.

In signing this assumption of risk as Parent/Guardian, I acknowledge that I am consenting to Participant’s participation at the Clinic at the Site and acknowledge that Participant and Parent/Guardian expressly assume all inherent risks of the activity.

CONSENT TO TREATMENT

As Participant’s Parent/Guardian, I/we hereby consent to treatment of my/or minor child for any and all medical procedures deemed necessary as a result of accident or injury at the Clinic. I/we further agree to pay any and all cost incurred as a result of said treatment.

Print Participant’s Name

Participant’s Date of Birth

Signature of Parent/Guardian

Today’s Date

Print Name of Parent/Guardian

Relationship to Participant