

## **Chris Riley Footskills, LLC d/b/a Riley Development Academy Assumption of Risk – Waiver of Liability – Indemnification Agreement**

The activities of **Chris Riley Footskills, LLC d/b/a Riley Development Academy (RDA)** and **Chris Riley**, individually (collectively hereafter referred to as **RDA**) include soccer and fitness training/activities. They offer the participant fun, competition, and wholesome recreation. Benefits include getting away from the TV, physical activity, and healthful social interaction, as well as the potential to improve one's soccer skill and ability. The required physical exertion is suitable for most levels of fitness and skill. While the many benefits of these activities are apparent, **RDA and its staff regard participant safety as a top priority** and feel it is important that the participant (and parent/guardian) understand that there are risks inherent in the activity regardless of the care taken by **RDA**. Some risks that are inherent in the activity and cannot be totally eliminated include tripping, slipping and falling, and collisions. Other inherent risks include, but are not limited to unexpected equipment failure, errors in judgment by **RDA** employees, and physical injury while playing soccer.

**RDA** feels that it is important that the participant (and parent/guardian) understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, and bruises. Serious injuries are less common, but do occur occasionally. They include, but are not limited, to strained/torn muscles, broken bones and internal injuries.

**Assumption of Inherent Risks:** **I**, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], (hereafter referred to as PARTICIPANT/PARENT) **understand that all activities of RDA include inherent risks that cannot be totally eliminated** regardless of the care taken by **RDA**. PARTICIPANT/PARENT **1) know, 2) understand, and 3) appreciate the types of injuries** inherent in **RDA** activities. PARTICIPANT/PARENT **hereby assert that PARTICIPANT/PARENT knowingly assume all inherent risks of the activity.**

**Waiver of Liability for Ordinary Negligence of RDA:** In consideration of permission to participate in and use the property, facilities, equipment, and services of **RDA**, today and on all future dates, PARTICIPANT/PARENT, on behalf of [myself, my spouse, heirs, personal representatives, and assigns = *Releasing Parties*] **do hereby waive, release, discharge and covenant not to sue RDA** [including, owners, directors, officers, employees, volunteers, independent contractors, agents and equipment suppliers = *Protected Parties*] **from liability from any and all claims arising from the ordinary negligence** of the *Protected Parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in **RDA** activities including, but not limited to: [recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; observers or spectators; individual use of facilities, equipment, shower/locker room areas, and all premises including the associated sidewalks and parking lots and to 2) any and all claims resulting from the damage to, loss of, or theft of property = *Inclusive Activities*].

**Indemnification:** PARTICIPANT/PARENT also **agree to hold harmless, defend, and indemnify RDA** (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* arising from participation in *Inclusive Activities*, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). PARTICIPANT/PARENT further agree to hold harmless, defend, and indemnify **RDA** against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in *Inclusive Activities*.

**Clarifying Clauses:** PARTICIPANT/PARENT confirm that: **1) this agreement supersedes any and all previous oral or written promises or agreements.** I understand that this is the entire agreement between me and **RDA** and cannot be modified or changed in any way by representations or statements by any agent or employee of **RDA**; **2) the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; and 3) if legal action is brought, the appropriate trial court is Supreme Court in the County of**

Broome and the State of New York has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of New York shall apply.

**Acknowledgment of Understanding:** PARTICIPANT/PARENT **have read and understand this Agreement.** I understand that I am **giving up substantial rights**, including the right of the PARTICIPANT/PARENT to sue for damages in the event of death, injury or loss. I acknowledge that I am voluntarily signing the agreement, and **intend my signature to be a complete release of all liability, including that due to ordinary negligence by the *Protected Parties***, to the greatest extent allowed by law of the State of New York.

_____	_____	_____
Name of PARTICIPANT (Print)	Signature of PARTICIPANT	Date

**If Participant is a Minor, Parent/Guardian Must Sign Below:**

_____	_____	_____
Name of Parent/Guardian #1 (Print)	Signature of Parent/Guardian #1	Date

_____	_____	_____
Name of Parent/Guardian #1 (Print)	Signature of Parent/Guardian #1	Date