



## Santa Clarita Soccer Kicks LLC

### Release of Liability Form

This agreement is effective between Guyton Colantuono DBA (Santa Clarita Soccer Kicks LLC) and (Guardian) \_\_\_\_\_ of (Minor Athlete) \_\_\_\_\_

**IN CONSIDERATION OF** the risk of injury that exists while participating in **SOCCER, physical fitness training and ball handling skills.**

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this **RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action of any kind arising out of participation in the soccer training provided by Santa Clarita Soccer Kicks LLC.

**I HEREBY**, release and forever discharge Guyton Colantuono. and Santa Clarita Soccer Kicks LLC located at various parks in California in the Santa Clarita Valley, Castaic and surrounding cities, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releases"), from any physical or psychological injury that I or my minor child may suffer as a direct result of participation in the aforementioned soccer training.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDE PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE SPORTS FIELD AND/OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I FURTHER ACKNOWLEDGE** that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting soccer training on behalf of Releases. In the event that I should require medical care or treatment, I authorize Guyton Colantuono. to provide all emergency medical care deemed necessary, including by not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "RELEASE OF LIABILITY" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Guyton Colantuono., Santa Clarita Soccer Kicks LLC, CITY OF SANTA CLARITA, CITY OF CASTAIC, LOS ANGELES COUNTY PARKS AND RECREATION, AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR**

**CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Guyton Colantuono FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Guyton Colantuono., Santa Clarita Soccer Kicks LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by California law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

**THIS RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION OF THIS SOCCER SKILLS TRAINING, DURING THE INITIAL AND ALL SUBSEQUENT TRAININGS YOU PARTICIPATE IN.**

**THIS AGREEMENT** was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant/Guardian and Guyton Colantuono. agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**I, THE UNDERSIGNED PARTICIPANT OR THE GUARDIAN OF A MINOR CHILD, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT THAT I AM SIGNING OF MY OWN FREE WILL.**

Participant’s Name: \_\_\_\_\_

Guardian’s Name (If participant is a minor): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Known Medical Concerns/Allergies**

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