

**FC FREDERICK CONSENT, ASSUMPTION OF RISK, WAIVER,
RELEASE, AND INDEMNITY AGREEMENT**

The following is an agreement between you, the Registrant/Player (the “Player”), and/or the Parent/Guardian of the Player, and FC Frederick, Inc. (hereinafter “FCF”), with respect to each of the provisions set forth below.

1. Consent to Participate. If the Player is a minor, I, as the parent or guardian of the Player, or if the Player is not a minor, I, as the Player, hereby give my permission for the Player to participate in any and all programs, activities, and events sponsored, sanctioned, or offered by FCF, including without limitation, training sessions, practices, league play, tournaments, specialized training (e.g., fitness, agility, balance, speed and strength (FABSS), goalkeeping, goal-scoring/strikers), scrimmages, skills festivals, soccer schools, day camps, overnight camps, overseas trips, and fund-raising events (the “Programs”), whenever and wherever held, including indoors and outdoors, and on any surface type, whether grass, artificial turf, carpet, concrete, asphalt, wood, or tile.

2. Assumption of Risk. The Player has received a physical examination by a licensed physician and has been found physically capable of participating in the Programs. I acknowledge and understand that there are certain inherent dangers associated with participation in the Programs, and that the possibility of death, disability, or serious physical injury exists as a result of, among other things, physical contact with other participants, physical exertion, or playing conditions, including field conditions. Furthermore, I understand that if I observe any hazard during the Player’s participation in the Programs, it is my responsibility to remove the Player from participation and bring such hazard to the attention of the nearest official immediately. With this knowledge and understanding, I knowingly and freely assume all such risks and hazards, both known and unknown, incidental to the Player’s participation in the Programs.

3. Release and Indemnity to FCF. Recognizing the inherent dangers identified in Section 2 and associated with participation in the Programs, I hereby release, discharge, hold harmless, and/or otherwise indemnify FCF and associated personnel, including the officers, trustees, directors, employees, agents, managers, volunteers, coaches, referees, and trainers against any and all claims, negligence, liability, and expense, including litigation costs and attorney fees, arising from injuries, including death, disability, damage or loss by or on behalf of the Player and/or the Player’s parents, guardians and other relatives as a result of the Player’s participation in the Programs and/or being transported to or from the same. In addition, the Player and/or the Player’s parents, guardians and other relatives shall hold harmless and indemnify FCF and associated personnel from any and all claims, negligence, liabilities, and expenses arising out of third party lawsuits related to acts or omissions of the Player and/or any Parent/Guardian, sibling or other relative of the Player who attends and/or participates in a Program.

4. Release and Indemnity to Third Parties. Recognizing the inherent dangers identified in Section 2 and associated with participation in the Programs, I hereby release, discharge, hold harmless, and/or otherwise indemnify all Third Parties, and their associated officers, agents, and employees, involved with or related to FCF’s provision of the Programs, including those third parties that provide access to fields and/or facilities used by FCF, including, but not limited to:

St. John's Literary Institution at Prospect Hall, Inc.
Hood College
Frederick County Government, including all its subdivisions
City of Frederick, including all its subdivisions
Frederick County Public Schools, including all its subdivisions
Other private facility providers as used from time to time by FCF including, but not limited to: Matan Companies, Mayland, LLC, HPW Aspen, LLC, and SAH Frederick, LLC, Paul Sill, Jimmy Vona, Jeff Sill, S&V Partnership, River Bend at Monocacy, et. al, and Frederick Concrete Co., Inc.

This release, discharge and indemnity to Third Parties applies to any and all claims, liability, and expense, including litigation costs and attorney fees, arising from injuries, including death, disability, damage or loss by or on behalf of the Player and/or the Player's parents, guardians and other relatives as a result of the Player's participation in the Programs and/or being transported to or from the same.

5. Consent for Medical Treatment. I acknowledge, agree, and represent that I understand the nature of the Programs and that I am of the opinion that said Player, if a minor, is qualified, in good health, and in proper physical condition to participate in the Programs. I further agree and warrant that if at any time I believe that such Player's health and physical condition should change so that it would be unsafe for such Player to continue to participate in the Programs, I will immediately discontinue the Player's future or further participation in the Programs. I hereby give my consent to have the coach, assistant coach, manager, or trainer of the Program for which the Player is participating act as my surrogate in securing ambulance service and to have an athletic trainer and/or doctor of medicine or dentistry provide the Player with medical assistance and/or treatment under whatever conditions are necessary to preserve the life, limb, or well-being of the Player. Such consent shall not, however, establish a fiduciary relationship, nor be considered a power of attorney or health care proxy. I further agree to be responsible financially for the cost of each assistance and/or treatment rendered.

6. Agreement to Abide by FCF Rules & Policies. The Parent/Guardian and the Player agree to abide by all rules, procedures, policies, and guidelines put forth by FCF, including, but not limited to, the Payment Policy For Club-Level Teams set forth below:

- a. By accepting an offer to join a club-level team, the Parent/Guardian and the Player, hereby agree to and acknowledge the following:
 - i. The player intends to play for the assigned team for a full soccer year (fall and spring).
 - ii. FCF's right to receive the entire yearly fee from the Player and/or the Parent/Guardian of the Player is earned and owed when the Player accepts the offer to join a team.
 - iii. Without waiving this right, and as an accommodation only, FCF offers Fee Payment Plans to Players, subject to approval by the Board of Trustees. Any deviation from a Fee Payment Plan will

result in late fees and acceleration of the entire outstanding balance, which will become immediately due and owing to FCF.

- iv. The Board of Trustees must approve all refund requests, which may be granted in the following situations: (i) if the player sustains a season-ending injury, or (ii) the player moves out-of-state. Requests must be in writing, and submitted prior to the end of the season for which they are requested. Refunds will be prorated from the date of the injury or move, and will be subject to an administrative fee.
- v. Failure to pay club dues will result in suspension from all club activities, including training, league games, and tournament play.
- vi. Players with outstanding balances at the end of a soccer year are prohibited from participating in evaluations for the following soccer year unless authorized by the Board of Trustees.

This agreement is intended to cover any amendments or revisions to FCF rules, procedures, policies, and guidelines that may arise from time to time.

7. Agreement to Abide by Other Rules. The Parent/Guardian and the Player agree to abide by all rules, procedures, policies, and guidelines put forth by:

- a. Any leagues associated with the Programs, including, but not limited to: Atlantic Soccer League (ASL), Central Maryland Short-Sided League (CMSSL), Club Champions League (CCL), Frederick County Youth Soccer League (FCYSL), HexaLeague, National Capital Soccer League (NCSL), Old Dominion Soccer League (ODSL), PentaLeague, Region 1 Premier and Colonial Leagues (Region 1), US Youth Soccer National League, Washington Area Girls Soccer League (WAGS), and;
- b. Any soccer association or governing authority to which FCF belongs or is a member, including, but not limited to: the Maryland State Youth Soccer Association (MSYSA), the United States Youth Soccer Association (USYSA), US Club Soccer, and the United States Soccer Federation (USSF).
- c. The Parent/Guardian and the Player further understand, acknowledge, and agree that FCF is a member of the Club Champions League (CCL), and that certain CCL Rules and Procedures apply to all FCF players whether or not they are rostered to a CCL team. Specifically, section III.3.a. states that a player rostered to any team in a CCL club (including a team that does not participate in CCL league play) is ineligible to transfer to ANY team affiliated with another CCL club (including teams that participate in non-CCL leagues such as NCSL, WAGS, or ODSL) during the same seasonal year. The intent of this rule is to reinforce and safeguard the ability of CCL clubs to develop their players and teams, regardless of league affiliation or level of play, for an entire seasonal year (August – June).

This agreement is intended to cover any amendments or revisions to the above rules, procedures, policies, and guidelines that may arise from time to time.

8. Authority to Register and/or to Act as Agent. I represent and warrant to FCF that I have authority to register the Player with FCF. In addition, if I am registering a third party, I represent and warrant that I have been duly authorized to act as agent on behalf of such party in performing this registration. By proceeding with this registration, I agree that the terms of this Agreement shall apply equally to me and to any third parties for whom I am acting as agent.

9. Media. As lawful consideration for the Player being permitted to participate in the Programs, I hereby give permission and otherwise agree to allow FCF and/or its designee to use the Player's film/video/photo image for display on its websites and/or to use the Player's film/video/photo image in any digital medium or form whatsoever, including educational, instructional, or documentary films, videos, movies, DVDs, CD-ROMs, or printed materials.

10. Compliance with Children's Online Privacy Protection Act ("COPPA"). I represent and warrant that, in compliance with COPPA, I am over thirteen (13) years of age, and that if I am registering a child under fourteen (14) years of age I am the parent or legal guardian of such child, and do hereby consent to the collection of such child's personal information. The data supplied by me will be made available to FCF, which is not responsible for my data errors or omissions, or from errors caused by such errors or omissions.

11. Continuous Agreement. The Parent/Guardian and the Player acknowledge and intend that this document shall be a continuous agreement, applicable to any and all Programs in which the Player participates, both now and in the future.

12. Jurisdiction. The laws of the State of Maryland shall govern this Agreement.

13. Option to Not Register or Participate. The Parent/Guardian and the Player acknowledge that they have the option of not registering for the Programs, and of the Player not participating in the Programs, if the terms of the foregoing are not acceptable.

14. Severability. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement shall not affect the validity and enforceability of any remaining provisions.

I, the Player, or the Parent/Guardian of the Player, have carefully read this Agreement and agree to and fully understand the terms and conditions contained herein.

Player Name (Print)

Parent/Legal Guardian signature
(or Player signature if 18/yrs or older)

Date

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