

**808 Sports Academy LLC, Hawaii 808 Soccer Club & School**  
**Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

IN CONSIDERATION of being permitted to participate in any way in 808 Sports Academy LLC and/or Hawaii 808 Soccer Club and School instruction, training, programs and/or activities, I, and my minor child named below, our personal representatives, assigns, heirs, and next of kin:

- (1) ACKNOWLEDGE, WARRANT AND REPRESENT that I and my minor child fully understand the nature of and inherent risks associated with participation in soccer instruction, training, programs or activities, including travel or transportation to or from such Activity (all of the foregoing, collectively referred to as "Activity"), that I and my minor child are qualified, in good health, and in proper physical condition to participate in such Activity. I further agree that if at any time I believe either or both of our health or physical or other condition may make it unsafe to participate in the Activity or that conditions or equipment for any Activity maybe unsafe, I and my minor child will immediately discontinue further participation in the Activity;
- (2) FULLY UNDERSTAND that (a) participation in soccer Activity involves travel, instruction, training and/or play in adverse field conditions, contact with considerable force, and involves risks and dangers such as bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, serious bodily injury, including permanent disability, brain damage, nerve and spinal cord injury, paralysis and death ("Risks"); (b) these Risks may arise or be caused by me and/or my child's own actions, or inactions, or the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Releasees" named below; and (c) there maybe other risks, social, economic or other losses either not known to me or not readily foreseeable at this time; and I/we **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** and/or my minor child might incur as a result of participation in the Activity;
- (3) ACCEPT AND ASSUME all such Risks, known and unknown, and all responsibility for any losses, costs, and/or damages arising out of or in connection with any injury, disability, paralysis, or death, even if caused, in whole or in part, by the negligence of the "Releasees" named below;
- (4) RELEASE AND DISCHARGE 808 Soccer Academy LLC, Hawaii 808 Soccer Club and School, their respective members, directors, advisors, director of coaching, assistant coaches, administrators, agents, representatives, officers, officials, volunteers, and employees, other participants in the Activity and if applicable, owners, lessors, or operators, of the premises or grounds where any Activity takes place or of the vehicles or other transportation utilized in connection with such Activity, (each considered one of the "Releasees" herein) **FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHER WISE, INCLUDING NEGLIGENT ASSISTANCE OR RESCUE OPERATIONS AND COVENANT NOT TO SUE RELEASEES WITH RESPECT TO ANY SUCH CLAIMS, DEMANDS, LOSSES OR DAMAGES; AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I and/or my minor child, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim; and
- (5) I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, ON BEHALF OF MYSELF AND MY MINOR CHILD, OUR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, HAVE GIVEN UP SUBSTANTIAL RIGHTS by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a

**COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW** and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Minor Child

\_\_\_\_\_  
Team Division

**Consent For Medical Treatment**

**Name of Minor Child** \_\_\_\_\_

As the parent or legal guardian of the Minor Child named above, I hereby authorize any coach or representative of Hawaii 808 Soccer Club and School to give consent for emergency medical, surgical or dental care or treatment prescribed by a duty licensed Doctor of Medicine or Doctor of Dentistry. This care maybe given under whatever conditions are deemed necessary to preserve the life, limb or well-being of my dependent minor child.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent/Legal Guardian