



Futebol Performance Center
66 Commercial Way, Unit 4B, East Providence, RI 02914
www.FutebolPerformanceCenter.com 401-447-0333

PARTICIPATION AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK

TO: Michael Resendes (“Resendes”) d/b/a Futebol Performance Center (“Complex”), and the League of which I am a participant in (“League”) and their owners, officers, directors, agents, employees and/or representatives (collectively “Releasees”):

WARNING OF RISK: I am aware that sports-play and training are intended to challenge and engage the physical, mental, and emotional resources of the participant. Despite careful and proper preparation, instruction, conditioning and equipment, there is a risk of serious injury, including, but not limited to, head injury, neck or back injury, wrist or ankle fractures and other orthopedic injuries to limbs and joints. I am aware that if I or my minor have a history of these problems that I should seek the advice of a physician BEFORE engaging in activities that may aggravate my pre-existing problems. I am also aware that it is impossible to foresee all hazards and dangers. I am aware that the very nature of sports-play and training involves falls, collisions with other participants of varying degrees of skill, horseplay and carelessness of participants including myself and/or my minor child, failure in supervision or instruction. I am aware that these risks may be caused by mine or my minor child's ordinary negligence or of other participants at the Complex and/or in the League. These risks and dangers may also include those arising from mine or my minor child's participation with bigger, faster, and stronger participants at the Complex and/or in the League. In this regard, I recognize that it is impossible for the Futebol Performance Center to guarantee absolute safety.

ASSUMPTION OF RISK: I am aware that sport-play and training involve certain inherent risks, dangers, and hazards, which can result in serious personal injury or death. I am also aware that sports complexes contain potential dangers to the sport-playing public. As such, I hereby, for myself and/or, if applicable, my minor child, freely and voluntarily agree to assume and fully accept any and all known and unknown risks of injury, regardless of the severity of any such injury, while either I and/or my minor child is participating in sports activities at the complex known as Futebol Performance Center located at 66 Commercial Way, Unit 4B, East Providence, RI 02914. I further recognize and acknowledge that the risks inherent in sport-play and/or training can be greatly reduced by: taking lessons, abiding by League and/or Complex rules/regulations, consulting with a physician about any pre-existing conditions, and using common sense.

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in the Complex's and/or the League's sport-play and/or training activities at the Complex, I hereby, for myself and if applicable, for my minor child, to the fullest extent permitted by law:

1. **WAIVE ANY AND ALL CLAIMS** that I and/or my minor child if applicable, have or may in the future have against each of the Releasees resulting from the sports-play and/or training activities at the Complex and my and/or my minor child's participation therein.
2. **RELEASE** each of the Releasees from any and all liability for any loss, damage, injury or expense that I or if applicable, my minor child may suffer, as a result of my or my minor child's participation in the sports-play and/or training activities, due to any cause whatsoever, including negligence or breach of contract on the part of the Releasees in the operation, supervision, design or maintenance of the Complex.
3. **INDEMNIFY** and hold harmless the Releasees against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of my or my minor child's participation in the sports-play and/or training activities, whenever and however they occur but only in proportion to and to the extent such liability, loss, expense or claim for injury are caused by or result from mine or my minor child's acts or omissions.
4. I hereby authorize and consent to **EMERGENCY MEDICAL CARE** and any use of private or public transportation deemed necessary by Releasees for me and/or my minor child travel to and from the Complex, or to the NEAREST SUITABLE MEDICAL or HOSPITAL FACILITY in the event that emergency or other medical treatment not available at the Complex is deemed advisable. I hereby consent to and authorize such emergency or other medical treatment of myself and/or my minor as may be deemed advisable in the event of accident, injury, or illness during the sports-play and/or training.

ARBITRATION: In further consideration of allowing me to participate in the League's sport activities in the Complex, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the any of the Releasees arising from the sports-play and/or training activities at the Complex. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings. Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Complex is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.



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SEVERABILITY: I further agree that the foregoing is intended to be as broad and inclusive as is permitted by the State of Rhode Island and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal effect.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, and legal representatives, or assigns.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

REPRESENTATION: I represent that I or my minor child, if applicable, is in good health and have no physical limitations that would prevent me or my minor child from participating in vigorous and strenuous sports-play and/or training activities.

PHOTOGRAPHY: I consent to me or my child being photographed, interviewed, and/or videotaped by representatives of Futebol Performance Center, and/or media outlets (newspaper, T.V. stations, etc.). Futebol Performance Center uses photos of adults and children in marketing publications to share information about Futebol Performance Center. Any images obtained may be reproduced by Futebol Performance Center and/or the public media for use in advertising, publicity, or educational activities. Futebol Performance Center marketing campaigns include but are not limited to the website, advertisements, annual reports, posters, banners, bulletin boards, and other public relations materials. I hereby waive any claims I may have and release Futebol Performance Center and its employees and affiliates from liability of claims arising out of such activities.

ON-LINE REGISTRATION: If registering on-line or via facsimile, my on-line signature or facsimile signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED if the signature of adult participant or parent/guardian of minor child and date are not on this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES.

Participant Name Date of Birth

Parent / Guardian Name Parent / Guardian Phone

Signature (Parent/Guardian signature required if participant is under 18 years of age) Date

Address City/State/Zip