



### **ASSUMPTION OF RISK/RELEASE OF LIABILITY**

I desire to participate in sporting activities related to the above identified Invictus FC, LLC (“Invictus FC”) team including, without limitation, tryouts, player evaluations, practices, and games. I affirm that I am voluntarily participating in these activities, am fully capable of participating in these activities, am in adequate physical condition to participate in these activities, and have appropriate medical insurance in the event that medical attention is needed. I understand that in the event of injury I must personally accept responsibility for the full amount of medical and other expenses arising out of the injury, and that Invictus FC will have no responsibility for such expenses. I understand that these activities may require the use of specialized personal protective equipment, and that it is my responsibility to be aware of any personal protective equipment necessary for the activities in which I am participating.

I understand that physical activity and participation related to a sports team, by its nature, carries with it certain risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks can come from causes which are many and varied, may not even be presently foreseeable, and may include negligent acts or omissions of others. The specific risks vary from one activity to another, but in each activity the risks range from minor injuries such as bruises and sprains, to major injuries such as loss of sight, joint or back injuries, concussions and heart attacks, to catastrophic injuries such as paralysis and death. I am also aware of the contagious nature of bacterial and viral diseases including COVID-19 and other infectious diseases (collectively, the “Disease”) and the risk that I may be exposed to or contract the Disease by engaging in the activities, which may result in serious illness, personal injury, disability, death, and/or property damage. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF INVICTUS FC OR OTHERWISE.

I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity; and (b) not experiencing symptoms of the Disease, and do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the activities and the Disease while participating in the activities, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of Invictus FC at all times during the activities. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition

to participate in the activities, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the activities.

In consideration of permission to participate in these activities, I acknowledge, accept, and assume all risks of such participation, whether or not presently foreseeable and whether or not caused by the negligent acts or omissions of Invictus or others. I irrevocably and unconditionally release and forever discharge Invictus FC and its trustees, officers, employees, agents, contractors and representatives from any and all claims I may have in the future, waive all such claims, and agree not to sue Invictus FC or its trustees, officers, employees, agents, contractors and/or representatives for any such claims, arising out of such activities, including but not limited to claims arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others.

I have read, understand, and agree to abide by the terms of this Agreement. I understand and agree that this Agreement is to be as broad and inclusive as is permitted by the laws of the State of New York, and that if any portion of this Agreement is held invalid, the remaining terms shall continue in full force and effect. This Agreement shall be binding upon me, as well as my successors, executors, personal representatives, heirs and assigns.

**For players under 18 years of age:**

If the participant is under the age of 18, the participant's parent or guardian must have completed this online form and checked the box to acknowledge the signing of this **ASSUMPTION OF RISK/RELEASE OF LIABILITY**. The signature of a parent or guardian shall constitute (a) the parent or guardian's agreement to the terms of this Agreement on behalf of the participant, (b) the parent or guardian's agreement to the waiver, release of liability and assumption of risk provisions set forth above with respect to any rights the parent or guardian may have or subsequently acquire as a result of the participant's participation, and (c) the parent or guardian's agreement to indemnify and hold harmless the College and its trustees, officers, employees, agents, contractors and representatives from any and all liability for injuries incurred by the participant as a result of participation in the club sport described above, including but not limited to liability arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others.