

Niagara Pioneer Youth Soccer League (NPSL)  
Health Liability Waiver and Assignment of Permission Form  
Required for all participants under 18 years old as of June 29<sup>th</sup>, 2019

NOTICE -NPSL's policy that all players compete at a level they are capable of, both physically and developmentally.

Niagara Pioneer Soccer League (NPSL) requires that parents/players referred to herein execute this liability waiver and assignment of permission to allow NPSL officials and their designees (including but not limited to local first responders and emergency personnel) to take any and all necessary (medical/personal safety) actions on behalf of the players, coaches, and affiliated personnel of the NPSL. NPSL requires that all participants in any NPSL sponsored activity execute this document.

Parent/Guardian name (print): \_\_\_\_\_

Parent/Guardian name (sign): \_\_\_\_\_ Date \_\_\_\_\_

Team/Organization: \_\_\_\_\_

Player's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I, the parent/guardian of the above-minor child, \_\_\_\_\_ hereby give permission to execute the above waiver allowing NPSL to take any and all necessary health actions and personal safety decisions related to my minor child's participation in NPSL youth soccer activities. I recognize and acknowledge that soccer is a contact sport and that as such there are inherent risks of injury and other health risks. In signing below, I accept these risks and accept all and every liability and responsibility stemming from such risks as my own, and I absolve the NPSL, its affiliated clubs, board members, volunteers, and associated personnel against any claims by or on behalf of the soccer player named above and from any responsibility for the same. I further authorize NPSL the right to use my, and the player's, name, picture and/or likeness in printed, broadcast and/or other material concerning the youth soccer activities provided such use is related to the participation in the activities and/or attendance at this event.

INFORMED CONSENT/INSURANCE

*Informed Consent:* I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that we will abide by the rules of NPSL and the applicable affiliated clubs for which my child will play. My/our child wishes to participate in the NPSL soccer tournament the season of this registration. I/we realize risks are involved in my/our child's participation. I/we understand that the risk to my/our child includes full range of injuries from minor to severe, and the result could be death, paralysis, or other serious, permanent disability. I/we accept this risk as a condition of my/our child's participation. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to hereby release, waive, discharge, and covenant not to sue the NPSL, their officers, employees, volunteers, or agents from liability from any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the NPSL Program.

*Waiver:* In consideration of being permitted to participate in any way in the NPSL Tournament, I do hereby release, waive, discharge, and covenant not to sue the NPSL, their officers, employees, volunteers, or agents from liability from any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the NPSL Tournament.

*Assumption of Risks:* Participation in the NPSL Tournament carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I understand that the NPSL Program requires a minimum level of fitness for safe participation and that the NPSL recommends all participants have a physical examination to determine safe participation in NPSL sports activities.

*Indemnification and Hold Harmless:* I also agree to INDEMNIFY AND HOLD HARMLESS the NPSL, the Trustees of the NPSL, and their officers, employees, volunteers, and agents from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the soccer tournament and to reimburse them for any such expenses incurred.

*Severability:* The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

*Acknowledgment of Understanding:* I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I know, understand, and appreciate these and other risks that are inherent in the NPSL tournament. I hereby assert that my participation is voluntary and that I knowingly assume all such risks I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. The State of New York's law is the choice of law and the State of New York is the agreed upon forum for any legal action or proceeding arising from or resulting from any actions contemplated in this agreement. It is agreed that any party may request reasonable attorney's fees resulting for any action or proceeding arising from or resulting from any actions contemplated in this agreement.

Parent/Guardian – Print Name: \_\_\_\_\_

Parent/Guardian - Signature: \_\_\_\_\_ Date: \_\_\_\_\_