

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the **Kickin' It with Kylee 3v3 Tournament**, I and on behalf of my minor child, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Kaitlyn Maricle, Drew Welsh, Jessamine Youth Soccer Association, their officers, agents, board members, employees or volunteers and any and all Corporate Sponsors, Participants, Parents/Guardians of Participants, their officers, agents, or employees. (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor child, or to any property belonging to me or my minor child, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I am fully aware of the risks and hazards connected with the **Kickin' It with Kylee 3v3 Tournament** and I am aware that such activities include the risk of injury and even death, and I hereby voluntarily elect to allow my minor child to participate in said activities, knowing that the activities may be hazardous to our property and ourselves. I understand that none of the RELEASEES require me to participate in this activity. I and on behalf of my minor child voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or my minor child, or any loss or damage to property owned by us, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and that any mediation, suit, or other proceeding must be filed or entered into only in Kentucky and the federal or state courts of Kentucky. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____, 2016.

WITNESS:

PARENT/GUARDIAN BOTH INDIVIDUALLY AND ON BEHALF OF PARTICIPANT:

Print Name: _____

Participant's Name: _____