



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Agreement")

In consideration of being permitted to be present at, attend, observe, and participate in activities at the facilities of, or provided by, the **Fredericksburg Field House** (the "Activities") I, for myself for and for my child(ren) (collectively referred to herein as "me" "I" or "my"), personal representatives, assigns and heirs:

1. Acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in them. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my health suffers, I will immediately discontinue participation, and leave if appropriate.
2. Authorize the **Fredericksburg Field House** its respective owners, investors, members, managers, shareholders, agents, directors, officers, volunteers, employees, landowners, subsidiaries, and affiliated companies (collectively, "Releasees") and medical care provider(s) to carry out any emergency medical transport or medical care for me, as may be necessary in their sole discretion, and agree to be fully responsible for any costs associated with such transport and care.
3. Understand that it is my responsibility to comply with all posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities.
4. **UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT AND OTHER RISKS AND DANGERS**, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants and bystanders; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of physical activity or being on the premises where the Activities take place; which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH** (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions and settings in which the Activities take place, or the alleged or actual **NEGLIGENCE** of the Releasees. I understand that the description and list of Risks in this Agreement is not complete, and that I will encounter Risks not described herein, known and unknown, inherent and otherwise, in connection with the Activities. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of, or in connection with, the Activities.
5. **RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE RELEASEES FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ACTIVITIES, INCLUDING INJURY, ILLNESS, EMOTIONAL DISTRESS, OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES.** I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will **DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.
6. I understand that this Agreement will apply every time I am on the premises or participate in the Activities. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my assignees, subrogors, heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

Printed Name of Participant: _____

Address: _____ (Street) (City) (State)(Zip)

Phone: _____

Participant's Signature (only if age 18 or over):

Date of Birth: _____

Date: _____

MINOR RELEASE

By signing on behalf of a minor child participant, I represent that I am that minor child's parent or legal guardian, that I am authorized to sign this Agreement on the minor child's behalf, and agree that I will defend, indemnify, and hold harmless Releasees against any claims arising from the minor participant's presence at FFH or participation in the Activities. I acknowledge that the minor participant is bound by all the terms of this Agreement, and understand that the minor participant would not be permitted to be at FFH or take part in the Activities unless I agree to all terms of this Agreement.

Printed Name of Parent/Guardian: _____

Address: _____ (Street) (City) (State) (Zip)

Phone: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):

Date of Birth: _____

Date: _____



TERMS, CONDITIONS, AND GENERAL INFORMATION
Please read the Fredericksburg Field House Rules and Policies

1. General

- No unsupervised children permitted in the facility, anyone under the age of 16 must be accompanied by an adult.
- No balls to be kicked, thrown, bounced, etc. on an area other than fields or courts.
- The Field House is not responsible for lost balls
- Outside food and drink is not permitted in the facility at any time.
- Cleats must not be longer than 3/8" and must not have dirt or mud on them. No metal cleats.
- All fees are non-refundable. In some instances a Field House credit may be offered
- All drop in field users must pay \$8 whether they are current members or currently registered in a league. Drop in players do not have exclusive use of the field.
- Depending on when drop in players arrive, they may have less than an hour's use of the field.

2. Leagues

- Most leagues consist of 8 games (7 regular season & 1 playoff).
- Schedules are subject to change. Always refer to the online schedule for weekly game times
- Players may only participate on one team in each division. When a player participates on two teams, it must be in contiguous skill level divisions, such as, A and B, or B and C, or C and D.
- Unless otherwise specified, payments for leagues do not include practice time.

3. Rentals

- Rentals must have a signed Contract, provide a Certificate of Insurance or all rental participants must sign a Field House Release and Waiver of Liability and Indemnity Agreement, and pay prior to rental date.
- Rentals are scheduled back to back. Please be considerate of the groups prior and following your rental. Some amount of time at the beginning and end of each rental will be used to transition on and off the field.
- Rental participants are responsible for the area in which they rent to include but not limited to; returning the area back to the condition in which it was rented, cleaning up all personal items, placing food & drinks in the waste receptacles. **A \$25.00 cleaning fee will be charged if the above policies are not adhered to and the Fredericksburg Field House has the right to refuse rental if the policies are not adhered to.**

4. Classes

- Makeup for missed classes must be done within the session for which a participant is registered.

I HAVE READ THE TERMS, CONDITIONS, AND GENERAL INFORMATION AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

Printed Name of Participant: _____

Participant's Signature (only if age 18 or over):

Date: _____

Email: _____