

FALY ACADEMY'S

WAIVER AND RELEASE OF LIABILITY

In consideration of Faly Academy ("FA") allowing your child/children's membership and participation in FA's programs and related events and activities, the participant and the parent/guardian (collectively, the "Participant"), acknowledges, appreciates, and agrees that:

1. Playing or practicing soccer is a potentially hazardous activity and there is a significant risk of injury from the activities involved in this program, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. The Participant KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, including without limitation, falls, concussions, fractures, contacts with other participants, the effects of weather including heat and or humidity, and the conditions of the training grounds and facilities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for the Participant's participation.
3. The Participant willingly agrees to comply with the stated and customary terms and conditions for participation, as well as the instructions provided by FA and/or any of the coaches, trainers, employees or volunteers.
4. The Participant acknowledges that he/she is aware of the possible risks, dangers and hazards associated with participation in FA's activities, including all manner of injuries resulting in muscular injuries and soft tissue injuries including bruises, scrapes, cuts, etc., from executing strenuous and demanding physical techniques, collisions with the wall, floor, ground contact with other participants or equipment used by other participants (including ropes, weights and pads) and failure in proper use of the equipment or techniques either by the participant or other participants; and the possible risk of severe or fatal injury to the Participant or others.
5. The Participant acknowledges that the Participant's risk of injury increases as the Participant becomes fatigued.
6. The Participant further acknowledges that such risks may be caused by the Participants own actions or inactions, the action or inactions of others participating in FA's activities, the condition in which FA's activities take place, or the negligence of FA.
7. The Participant acknowledges that there may be other risks and social and economic losses either not known to the Participant or not reasonably foreseeable at this time.
8. The Participant acknowledges that it has disclosed to FA all medical conditions that may risk the health and safety of the Participant during FA's activities and events.
9. The Participant, for itself and on behalf of his/her heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS FA and its shareholders, officers, directors, coaches, agents, contractors, employees, instructors, trainers, volunteers, members, representatives and all affiliated and related companies ("Releasees") from all claims and liabilities of any kind arising out of the Participant's involvement in soccer playing, practicing, or training, while registered as a

Participant and participating in any and all FA's training sanctioned activities, events, practice sessions or social activities at any location, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

10. The Participants confirms that he/she has been advised that FA does not represent that FA or any employees or contractors have any level of medical training that would provide assistance to an injured person. Moreover, FA does not maintain medical equipment or apparatus (including but not limited to defibrillators or Epi-pens) which could assist an injured or ill person. In the event that FA is provided with any medical apparatus by or on behalf of a Participant in FA, FA makes no representation or warranty that any FA personnel have the skill or training to operate such medical apparatus appropriately to assist any person or to prevent further injury.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE

PARTICIPANT'S NAME (PLEASE PRINT)

WITNESS SIGNATURE

WITNESS' NAME (PLEASE PRINT)

PARENT/GUARDIAN'S SIGNATURE

PARENT/GUARDIAN'S NAME (PLEASE PRINT)

WITNESS SIGNATURE

WITNESS' NAME (PLEASE PRINT)

Date:
