



**RELEASE AND WAIVER OF LIABILITY**

The Undersigned for himself/herself as a participant, or on behalf of his/her child or ward as participant, as applicable ( the “*Undersigned*”), hereby forever releases and discharges the City of Kansas City, Missouri, a constitutionally chartered municipal corporation (“*City*”), the Kansas City, Missouri Board of Parks and Recreation Commission (“*Board*”), OnGoal, LLC (“*OnGoal*”), Major League Soccer, LLC (“*MLS*”), Soccer United Marketing, LLC, KCW Juniors, all MLS teams, and all of their respective assignees, successors, officers, directors, agents, representatives, employees, subcontractors, sponsors, shareholders, partners, members and affiliates (collectively, the “*Released Persons*”) from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or a law (herein, the “*Released Claims*”), which the Undersigned, his/her child or ward or successors may now have, or may or could or shall hereafter have against the Released Persons, whether known or unknown, suspected or unsuspected asserted or not asserted, arising out of participation in the following activity or event:

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wherever such events may occur, and including occurrences during travel and lodging related to any such events (collectively, “*Events*”), even if the risk and liabilities that the Undersigned is releasing by this Release and Waiver of Liability arise out of the ordinary negligence or carelessness of the Released Persons, whether active or passive, or from any hidden, latent or obvious defects in any of the facilities or equipment used, of one or more of the Released Persons.

The Undersigned further indemnifies and holds harmless the Released Persons from any and all claims, charges, liabilities, obligations and demands (including reasonable attorneys’ fees) brought against the Released Persons in connection with the Events, whether now existing or arising in the future. The Undersigned accepts all legal responsibility for his/her actions in the contest or contests from the date hereof. The Undersigned represents and warrants to the Released Persons that Undersigned has full power and authority to execute, deliver this Release and Waiver of Liability.

This Release shall be governed by and construed in accordance with the laws of the State of Missouri, without reference to the principles of conflict of laws.

The Undersigned understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be binding on the Undersigned, including the Undersigned’s family, estate, heirs, executors, administrators and assigns. The Undersigned understands, acknowledges and accepts that participation in the Events involve certain inherent risks, including but not limited to, property damage and serious bodily injury (including death), and agrees that the Undersigned or his/her child or ward is voluntarily participating in the Events with full knowledge of the risks involved and accepted any and all

Released Claims arising out of the Undersigned's or his/her child's or ward's participation in the Events and all related activities.

The Undersigned understands, acknowledges and accepts the possibility that the Undersigned or his/her successors may not now fully know the number or magnitude of all the Released Claims, but nevertheless intends to assume the risk by releasing such unknown claims, and agrees that this Release and Waiver of Liability is a full and final release and waiver of all the Released Claims. The Undersigned further represents and warrants that he/she has adequate medical or health insurance coverage for any injury or condition resulting during the course of participation in the Events, and further covenants to maintain such medical or health insurance coverage during the course of his/her participation in the Events.

The Undersigned understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state in which the Events are taking place and agrees that if any portion of this Release and Waiver of Liability is invalid, the remainder will continue in full legal force and effect. The Undersigned further agrees that any legal proceedings related to this Release and Waiver of Liability shall take place in Kansas City, Missouri.

This Release represents the complete agreement between the Undersigned and the Released Persons concerning the subject matter in this Release and supersedes all prior agreements or understandings, written or oral. This Release may not be amended or modified other than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

Each of the paragraphs contained in this Release shall be enforceable independently of every other paragraph in this Release, and the invalidity or non-enforceability of any paragraph shall not invalidate or render unenforceable any other paragraph contained in this Release.

This Release has been entered into voluntarily and not as a result of coercion, duress, or undue influence. The Undersigned acknowledges that the Undersigned has read and fully understands the terms of this Release.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Participant Name \_\_\_\_\_

Age: \_\_\_\_\_ Signature \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone ( ) \_\_\_\_\_

If Participant is under the age of 18 years old, this form must be signed by participant's parent or legal guardian.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Parent/Guardian's Printed Name