



RELEASE OF LIABILITY AGREEMENT & CONSENT

In consideration of allowing the minor to participate in any way, and at any time, in an event or activity, including Crush Scrimmage League (“CSL”), by Crush Academy, LLC, the undersigned, on his/her behalf:

- 1) Agrees to comply with the stated and customary terms and conditions for participation.
- 2) Whenever possible each provision, term and covenant of this Agreement will be interpreted in a manner to be effective and valid but if any provision, term or covenant of this Agreement is held to be prohibited or invalid by a court of competent jurisdiction, then such provision, term or covenant will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision, term or covenant or the remaining provisions, terms or covenants of this Agreement.
- 3) Photo & Image Release: I give my consent and approval for my child’s picture and name to be printed in any Crush Academy, LLC program, publication, website or video.
- 4) Acknowledges, appreciates, agrees, and fully understands that the significant risk of injury, including the potential for permanent paralysis and death, and severe social and economic losses which might result not only from my child’s own action, inactions or negligence, but the actions, inactions or negligence of others from the activities, the rules of play, or the condition of the premises or of any equipment used involved in this program. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
- 5) Agrees that prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, will immediately advise the event organizers of such condition(s) and refuse to participate.
- 6) Acknowledges, appreciates, agrees, and fully understands that although particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist for my child.
- 7) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, waive, indemnify, discharge, covenant, and hold harmless Crush Academy, LLC, its owners, directors, coaches, referees, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, related groups and affiliated organizations, and owners and lessors of facilities used to conduct the event (“Releases”), from any and all liability with respect to any and all claims, demands, losses or damages on account of disability or injury, including death or damage to property, caused or alleged to be caused, in whole or in part, by the negligence of Crush Academy, LLC or its related Releases enumerated above or otherwise, to the fullest extent permitted by law.
- 8) I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or harm to myself or my minor child(ren) including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19; and any damage, loss, claim, liability, or expense, of any kind, that I may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities.

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9) By signing this agreement, I on behalf of myself and my minor child(ren) identified below, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by the coronavirus by attending or participating in soccer activities. Notwithstanding the risk of infection, my minor child(ren) and I wish to voluntarily participate in soccer activities offered by the HYSA affiliated organizations.

10) I understand that although Crush Academy, LLC has taken precautions to provide proper organization, supervision, instruction, and equipment for the soccer activities, it is impossible for that organization to guarantee absolute safety from infection by COVID-19.

11) I hereby release, waive, covenant not to sue, discharge, and hold harmless the HYSA affiliated organizations (including Crush Academy, LLC, and HYSA's directors, officers, employees, agents, and representatives) of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of, caused by or relating or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities. I understand and agree that this release and waiver of claims includes any claims based on the actions, omissions, or negligence of the HYSA affiliated organizations, whether a coronavirus infection occurs before, during, or after participation in any of the soccer activities.

12) In the event of any dispute between the parties which arises under this Agreement, such dispute shall be settled by arbitration, and not by a lawsuit or resort to court process except as Hawaii law provides for judicial review of arbitration proceedings. A list of arbitrators shall be presented to the Claimant and Respondent from which one will be chosen using the applicable rules. The hearing shall be conducted in the County of Honolulu, Hawaii, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding upon all Parties. Each party shall be responsible for its own attorney's fees and its share of the arbitration fees. In the event a party fails to proceed with arbitration or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or enforce the award. Any questions involving contract interpretation shall use the laws of Hawaii. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

This is to certify that I, as parent/guardian with legal responsibility for this child participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement in these programs as provided above, even if arising from the negligence of Crush Academy, LLC and the Releases, to the fullest extent permitted by law.

I read this release of liability and assumption of risk agreement, I fully understand its terms, I understand that I have given up substantial rights on my behalf and the minor's behalf by signing it, and I sign it freely and voluntarily without any inducement.

Player First and Last name (print): _____

Guardian First and Last name (print): _____

Guardian Signature: _____

Date: _____