

**FROSTBURG STATE UNIVERSITY SOCCER CAMP  
ASSUMPTION OF RISK, WAIVER, RELEASE AND  
INDEMNIFICATION AGREEMENT FOR MINOR CHILD**

This is a legally binding Assumption of Risk, Waiver, Release, Indemnification and Medical Release Agreement executed by \_\_\_\_\_, who is a parent or legal guardian of \_\_\_\_\_, my minor child. My child desires to participate in one or more of Frostburg State University Soccer Camps occurring from (date) (“Activity”) on the campus at Frostburg State University (the “University”). I understand that the Activity will consist of instructing school students to play Soccer. I understand and agree that instruction of my child will be supervised by a member of the University Athletic Department responsible for coaching Soccer and instructed by an appropriately trained coaching assistant(s). I fully understand and appreciate the dangers, hazards and risks inherent in the Activity, which dangers include but are not limited to blisters, sprains, strains, bruises, disability, disfigurement, and other physical or mental injury or death.

- 1) Assumption of Risk and Waiver of Liability: I, on behalf of myself and my minor child, and his/her other parent, heirs, successors, assigns and legal representatives (all of whom, including myself, are hereinafter referred to as the “Releasors”) acknowledge and fully understand that s/he will be engaging in activities that include the risk of injury or death resulting not only from my child’s actions, inactions, or negligence, but the actions, inactions, or negligence of others. These risks include, but are not limited to, equipment used during the activity, conditions that exist on the premises, physical contact between participants or with instructors, and other risks that may not be known to Releasors or are not reasonably foreseeable. On behalf of Releasors, I understand and knowingly agree to assume the risk for my child’s participation in such activities. I, on behalf of Releasors, hereby re-lease and forever discharge the Foundation, the University, the University System of Maryland (“USM”), the State of Maryland and their employees, agents, officers, trustees and representatives (in their official and individual capacities) (all releasees are hereinafter referred to as the “Releasees”) from any and all liability whatsoever for any and all damages, losses or injuries (including death), s/he sustain to his/her person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys’ fees, which arise out of, result from, occur during or are connected in any manner with my child’s participation in the Activity and/or any travel incident thereto except for such damages or injury as may be caused by the gross negligence or actual malice of Releasees. I agree that Releasors will not hold Releasees responsible for loss of my child’s personal property.
- 2) Statement of Indemnification: I understand that, although the Releasees have made every reasonable effort to assure the safety of my child while participating in the Activity, there are unavoidable risks, and I hereby voluntarily agree individually, and on behalf of Releasors, to indemnify, defend and hold harmless Releasees from any and all liability, loss, damage or expense, including attorneys’ fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including

attorneys' fees, which arise out of, occur during, or are in any way connected with my child's participation in the Activity or any travel incident thereto.

- 3) Change or Cancellation of Activity: I understand that although the Releasees will attempt to maintain the Activity as described in their publications, they reserve the right to cancel the Activity or make changes at any time and for any reason, with or without notice, and that none of the Releasees shall be responsible or liable for any loss whatsoever to Releasors by reason of any such cancellation or change. The right is reserved by the Releasees, in their sole discretion, to cancel any Activity or any aspect thereof if the Releasees determine or believe that any person is or will be in danger if the Activity or any aspect thereof is continued.
- 4) Right to Decline Acceptance or Retention; Violations of Activity Policy: The Releasees reserve the right to decline to accept or retain my minor child in the Activity at any time should his/her actions or general behavior impede the operation of the Activity or the rights or welfare of any person. Similarly, if his/her conduct violates any policy or procedure of the Releasees, including those University regulations and policies included herein I understand and will communicate to my child that s/he may be required to leave the Activity at the sole discretion of the Releasees. I understand and will communicate to my child that s/he must adhere to all local, state, and federal laws concerning health, safety and public order.
- 5) Dispute Resolution: I agree that, should there be any dispute concerning my child's participation in the Activity that would require the adjudication of a court of law, such adjudication will occur in the court of, and be determined by the laws of (without regard to its conflicts of laws provisions), the State of Maryland; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.
- 6) Waiver of Legal Rights: I agree that this Assumption of Risk, Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Maryland (without regard to its conflicts of laws provisions); and that if any portion hereof is held invalid, the balance hereof shall, not with-standing, continue in full legal force and effect. By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I individually and on behalf of all of the Releasors, including my minor child, am giving up substantial legal rights we might otherwise have, and that I have signed it knowingly, voluntarily and intending it to be legally binding.

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement and that I will explain the University Regulations included herein to my minor child prior to s/he participating in the Activity.

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Signature of Parent/Guardian

Print Name

Date