

## **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 Atlanta United Football Club, LLC ("Atlanta United FC") and its respective affiliated entities including but not limited to the Children's Healthcare of Atlanta Training Ground, Major League Soccer, LLC ("MLS"), and Soccer United Marketing, LLC ("SUM"), and 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 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 activities related to and participation in any tryouts, workouts, practices, games or other activities of any kind hosted by or related to Atlanta United FC (including any of its academy or related teams) (an "Event"), 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 represents and warrants to the Released Persons that Undersigned has full power and authority to execute, deliver this Release and Waiver of Liability. 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 an Event, whether now existing or arising in the future, and accepts all legal responsibility for his/her actions at an Event.

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 an Event involves certain inherent risks, including but not limited to serious bodily injury (including death) and agrees that the Undersigned is voluntarily participating in any Event with full knowledge of the risks involved and accepted any and all Released Claims arising out of the Undersigned's participation in the Event 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.

Further, the Undersigned grants permission to Atlanta United FC and its affiliated entities to utilize the Undersigned's image, likeness, video, or voice in connection with any broadcast, photograph or any other reproduction in whole or in part via any media for any purpose in perpetuity without any additional consideration.

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.

This Release shall be governed by and construed in accordance with the laws of the State of Georgia, 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 as broad and inclusive as permitted by the laws of the state of Georgia 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.

**Any alleged dispute, claim, or cause of action either related to this Release or related to an Event shall be subject to the following procedure:**

- i. **First, the parties agree to meet and amicably resolve the dispute;**
- ii. **If the parties are unable to agree on a resolution to the dispute, the parties agree to mediate the dispute through a mutually-agreeable third-party mediator;**
- iii. **If the mediation is unsuccessful, the parties agree that the dispute between them shall be resolved by binding arbitration in Atlanta, Georgia by the American Arbitration Association (or another mutually agreeable firm providing arbitration services), under the Arbitration Rules then in effect. The prevailing party shall be entitled to recover reasonable costs and expenses attributable to such arbitration (including reasonable attorneys' fees) in addition to any other relief to which such prevailing party is entitled. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.**

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: \_\_\_\_\_

Date of Birth: \_\_\_/\_\_\_/\_\_\_ Signature: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

**IN CASE OF EMERGENCY, CONTACT:**

1. \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
Name Phone Relationship

2. \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
Name Phone Relationship