

**FULL AND COMPLETE RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT**

For and in consideration of PARTICIPANT's registration with *Rio 4s Summer Series*, and Rio Soccer Club, Inc. (hereinafter, collectively referred to as "RIO") and PARTICIPANT's being allowed to participate in *Rio 4s Summer Series* and related Activities, each PARTICIPANT or PARTICIPANT's parent(s) or legal guardian(s) on behalf of PARTICIPANT (if Participant is a minor or has a legal guardian) relinquishes and waives any and all claims and causes of action for personal injury, property damage or wrongful death in connection with, relating to or arising from any and all RIO Activities, wherever and however such personal injury, property damage or wrongful death occur. In the language which follows, any reference to a "PARTICIPANT" includes the PARTICIPANT and any and all of PARTICIPANT's parent(s) or guardian(s) signing on behalf of such PARTICIPANT, and "RIO Activities" means any RIO Events and/or Activities having to do with *Rio 4s Summer Series* including any end of the Summer Series Tournament.

To the best of his or her knowledge, each PARTICIPANT acknowledges, understands has full knowledge of, and assumes all risks inherent in each and all Rio Activities and understands that soccer and related activities involve risks to PARTICIPANT, including possible bodily injury, partial or total disability, paralysis, death and other injuries and damages which may arise there from. Each PARTICIPANT further acknowledges and understands: (a) that such risks and dangers may be caused by the negligence of PARTICIPANT or negligence of others, including the "RELEASEES", identified below; and (b) that there may be risks and dangers in connection with or relating to RIO Activities not known or reasonably foreseeable at the present time. Each PARTICIPANT acknowledges, understands and assumes the risks arising from use of or presence in or at facilities or premises in or at which RIO Activities take place. Each PARTICIPANT further acknowledges, understands and agrees that included within the scope of the Agreement are any claims or causes of action: (a) arising from the performance or failure to perform maintenance or inspection or to supervise or control such facilities or premises; (b) relating to failure to warn of dangerous conditions existing in or at such facilities or premises; (c) negligent selection, appointment or retention of any RELEASEES; and (d) negligent supervision or instruction of or by any RELEASEES. **PARTICIPANT UNDERSTANDS AND AGREES THAT AN EXPRESS PURPOSE OF THIS AGREEMENT IS TO EXEMPT, WAIVE AND RELEASE RELEASEES FROM LIABILITY FROM PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING ANY NEGLIGENCE BY ANY RELEASEES.**

PARTICIPANT expressly acknowledges and agrees that the RIO Activities at the events in which he or she is participating are dangerous and involve the risk of serious injury and/or death and/or property damage. The PARTICIPANT further expressly agrees that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the laws in the State of New Mexico and will be governed by the laws of the State of New Mexico and the exclusive jurisdiction thereof will be in the state or federal courts of the State of New Mexico, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

"RELEASEES" include Rio Rapids Football Club, Inc. and any sponsoring associations, event hosts, the City of Albuquerque, other PARTICIPANTS, coaches, officials, referees, sponsors, advertisers, and owners and operators of facilities and premises used for RIO Activities, and any and all officers, directors, agents, independent contractors, employees and representatives of any of the foregoing. Each PARTICIPANT agrees that if any claims or causes of action relating to PARTICIPANT's personal injury or wrongful death or for property damage relating to or arising out of any RIO Activities is made or commenced against RELEASEES, such PARTICIPANT shall defend, indemnify and hold harmless such RELEASEES from such claims or causes of action and all damages and liabilities relating thereto, including reasonable attorney's fees and costs and expenses to defend. PARTICIPANT AGREES THAT: (1) Before participating in any RIO Activities, he or she will inspect the facilities, premises and equipment to be used, and if he or she believes that anything is unsafe, he or she will immediately advise his or her Team Contact Person, coaches or supervisors of such conditions and refuse to participate. (2) PARTICIPANT understands and agrees that it may be necessary to play soccer games in adverse weather conditions due to the nature of the events. **EACH PARTICIPANT ACKNOWLEDGES THAT HE OR SHE (A) HAS READ THE ABOVE PARAGRAPHS; (B) HAS NOT RELIED UPON ANY REPRESENTATIONS OF ANY OF RELEASEES WITHOUT REASONABLE VERIFICATION OR INQUIRY; (C) HAS TO THE BEST OF HIS OR HER KNOWLEDGE AND TO HIS OR HER SATISFACTION BEEN FULLY ADVISED OF THE RISKS AND POTENTIAL DANGERS OF RIO ACTIVITIES; AND (D) SIGNS THIS AGREEMENT VOLUNTARILY, UNDERSTANDING THAT THIS AGREEMENT IS NECESSARY IN ORDER FOR AMATEUR SPORTS EVENTS, SUCH AS RIO'S 4 V. 4 SUMMER SERIES, TO EXIST IN THEIR PRESENT FORM.**

I, the undersigned, have read and understand the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it on behalf of ANY MINORS, that I have FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM as well as me. I AM AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINORS FOR WHOM I AM SIGNING.

Team Name _____ Coach or Contact _____

_____ Player's

Name Player's Age

_____ (must be
signed by Parent or Legal Guardian if Participant is under eighteen years of age) Date