

WAIVER, ASSUMPTION & ACKNOWLEDGEMENT OF RISKS AND INDEMNITY AND RELEASE OF LIABILITY AGREEMENT

Distributed to all participants of Animeca Sports

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.

The Animeca Sports League's aim is to fulfill the need for coed teams' competitive and recreational soccer interests. While putting a focus on teamwork and sportsmanship. All eligible friendly players are welcome, but we would like to make it clear that playing soccer in this league is a privilege. The AS expects that its players act in a sportsmanlike manner and with the utmost respect for the league, other players, and other members of our league in order to maintain this privilege. We expect all participants to read this Code of Conduct, follow its rules, and sign the acknowledgment that follows.

In connection with any and all AS activities, I agree:

1. and acknowledge that AS has a zero-tolerance policy for harassment or discrimination based on race, color, sexual orientation, religion, national or ethnic origin, political beliefs, veteran status, or a disability unrelated to the ability to participate in the sport of soccer, and I pledge not to act in a harassing or discriminatory manner in connection with any AS activities. Regardless of race, color, sexual orientation, religion, national or ethnic origin, political opinions, veteran status, or disability, I now pledge to respect the rights, dignity, and worth of every individual.

2. violence and unsportsmanlike behavior are threatening to the AS and will not be tolerated. Including, without limitation, violent behavior, threatening behavior and/or remarks, repeated foul language, denigrating remarks, unsportsmanlike behavior, rude gestures, spitting at an individual, yelling at or disparaging teammates. Including opposing players, referees and/or spectators, engaging in unsafe play, taunting or excessive celebration, physical assault, or other inappropriate behavior or remarks. I agree not to engage in any such behaviors.

3. any actions or inactions portraying AS in a negative light and/or threatening and/or detrimental to AS directly or indirectly will not be tolerated and I agree not to participate in, facilitate or otherwise assist any such behaviors;

4. to follow all rules established by FIFA and the AS;

5. to demonstrate respect to the referee(s), not argue or insult, name call or curse at the referee and I understand they will make mistakes;

6. that my attendance and on-time arrival to games are important to AS and my team's success and use of the facilities time; and

7. to strive to create a welcoming and fun atmosphere for everyone.

8. COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It may also be spread by contact with contaminated surfaces or by exposure to particles in the air. I acknowledge that AS cannot guarantee that I will not become infected with COVID-19. Further, participating in AS activities or events could increase my risk of contracting COVID-19. I acknowledge that I have read and understood this warning and assume the risk that I may be exposed to or infected by playing in AS activities or events and that such exposure or infection may result in illness, permanent disability, or death.

9. AS reserves the right to use any photograph, video, audio recording and/or other images taken by AS or in the course of programs for promotional materials, brochures, social media and/or its website. AS retains exclusive rights to such photographs and videos.

I hereby acknowledge and agree that I have read and understand the AS Code of Conduct and agree to abide by it and to practice good sportsmanship throughout my participation in the AS. I understand and agree that my failure to comply with the standards and/or the spirit of the standards set forth above and/or as amended from time to time may lead to discipline, including without limitation, my suspension from games and/or possible expulsion from AS. I also understand and agree that solely the AS Board of Directors determines all penalties for violations.

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In consideration of being permitted to participate in the Animeca Sports (referred to herein as the "AS"), its related events and/or activities, including but not limited to games, scrimmages, clinics, and tournaments, I hereby agree and certify as follows:

1. I acknowledge and fully understand that I will be participating in a contact sport that has the potential to cause serious injury, including permanent disability, paralysis, and death, as well as severe social and economic losses due to my own actions, inactions, or negligence as well as those of others, as well as the conditions of the field/facility or of any equipment used. I acknowledge that there might be additional dangers that I am not aware of or that are not currently reasonably foreseeable. The nature of the activity, latent or apparent flaws or circumstances in the field, facility, or equipment used, acts of other AS players, officials, or coaches, my own physical condition, acts, or omissions, and first-aid emergency treatment and other services.
2. I acknowledge that I shall assess the field/facility and any necessary equipment before I participate, and if I find anything harmful, I will notify the referee immediately, if appropriate, and withdraw from the activity. Furthermore, I agree to notify the closest official right away if I notice any unusually serious hazards while I'm there or participating.
3. I voluntarily and expressly agree to accept and undertake all known and unknowable dangers associated with taking part in the AS. I choose to take part in the AS completely on my own volition and notwithstanding the dangers. I acknowledge that I am taking on all of the aforementioned risks, even whether they result from the Releases' or others' fault, and I take full responsibility for any harm that results in damages.
4. I hereby attest that I am adequately insured against any harm or loss I might cause or sustain while taking part in the AS, or else I undertake to pay the costs of such harm or loss myself. I further certify that I do not have any physical or medical issues that would compromise my ability to participate in the AS safely, or else I agree to undertake and pay for any risks that may be caused, either directly or indirectly, by any such issue.
5. I hereby voluntarily release the AS and its directors, officers, officials, employees, volunteers, agents, sponsors, coaches, former, present, and future team captains, other AS participants, and owners, operators, and/or lessors of premises used by the AS (collectively, "AS Releases") from any and all liability for any and all claims. I do this on behalf of myself, my heirs, assigns, next of kin, and/or personal representatives. To the fullest extent authorized by law, I hereby release and hold harmless the AS Releasees from any and all liability for any death or other loss or damage to person or property that may result from my participation in the AS or from my use of fields, facilities, and/or equipment for the AS.
6. I acknowledge that my involvement in the AS is voluntary in accordance to the terms of this Agreement, and I undertake to pay all expenses and attorney fees from any legal actions I bring that are successful in my favor and the AS Releases'.
7. I voluntarily agree to adhere by the explicit and customary terms and conditions for participation as well as the AS's current set of rules. I am aware that I am not allowed to wear removable jewelry and that any non-removable jewelry must be taped securely. I am aware that wearing jewelry has hazards, even if such jewelry is securely taped, I release the AS Releasees, directors, and the field location from any liability in the event that I or another player is hurt while wearing the aforementioned jewelry, even if it is safely taped. In addition, I pledge to behave politely and sportsmanlike during all facets of my AS participation. The AS Committee has the authority to permanently or temporarily restrict my participation in the AS. I understand and agree that the AS Committee has the sole discretion to determine what constitutes unsportsmanlike conduct or improper or dangerous behavior.
8. I agree that New York state law governs this Agreement and that any action under this Agreement shall be brought only in the courts of Westchester County, New York.
9. I agree that if any part of this Agreement shall be found invalid that the remaining parts of this Agreement shall continue in full force and effect.
10. I agree that this waiver shall remain in effect until I provide a written revocation notice to the AS. Such written revocation notice must be e-mailed to snguerra@animecasports.com and will be effective on the date received by the AS. I understand that if I revoke this waiver, I will not be permitted to participate in the AS.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Full Name

Signature

Date

Date of Birth

Email Address

Team Name (player/manager)