

BYU-Hawaii YOUTH Soccer CLINIC — REGISTRATION

Name _____
Age _____ Gender (circle one) M - F
Address _____
City _____ State _____
Zip _____ Phone _____
Email _____
Emergency Contact: _____
Phone _____

Consent to Risk and Release by Minority-Age Participant
Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Release executed by

_____ (“Participant”) whose address is
_____, and by

_____ (“Parent”) to Brigham Young University Hawaii, a Hawaii
nonprofit corporation and educational institution (“BYU-Hawaii”).

1.0 We, the undersigned, request that Participant be granted permission to participate in the following activity: BYU-Hawaii Youth Soccer Clinic (“Activity”), to be held at the following location: BYU-Hawaii soccer field at BYU-Hawaii on Friday, March 16, 2007.

2.0 In consideration of the Participant being permitted to participate in the Activity, we do release, waive, forever discharge, and covenant not to sue BYU-Hawaii, its governing board, officers, agents, employees, and any students acting as employees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to us, whether caused by the negligence or carelessness of BYU-Hawaii, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

3.0 We have signed this “Release, Waiver, Discharge and Covenant Not to Sue” in full recognition and appreciation of the dangers, hazards, and risks of the Activity. These dangers include but are not limited to variable weather and field conditions, physical contact with other players, falling, being kicked, collisions, dehydration and injuries arising from vigorous and prolonged running. We further attest that we have fully discussed the aforementioned risks and hazards, and Participant and Participant’s Parents agree that Participant has individually consented to assume the risks involved with this Activity as witnessed below.

4.0 We understand and agree that BYU-Hawaii may not have medical personnel available at the location of the Activity or on its campus. We understand and agree that BYU-Hawaii is granted permission to authorize emergency medical treatment, if necessary, and that such action by BYU-Hawaii shall be subject to the terms of this Agreement. We understand and agree that BYU-Hawaii assumes no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. We further understand that the Parent shall be financially responsible for all charges and fees incurred in the rendering of emergency medical treatment, regardless of whether or not our medical insurance covers such charges or fees.

5.0 It is our express intent that this Agreement shall bind the members of the Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" with respect to BYU-Hawaii. Participant's Parents further agree to save and hold harmless, indemnify, and defend BYU-Hawaii from any claim by Participant or Participant's family, arising out of Participant's participation in the Activity.

6.0 In signing this Agreement, Participant and Participant's Parents acknowledge and represent that we have fully informed ourselves of the content of this Agreement by reading it before we sign it, and that we have reviewed it and Participant understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in this Activity, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.

7.0 We further agree that this Agreement shall be construed in accordance with the laws of the State of Hawaii. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

I, Participant's Parent further state that I am Participant's Parent and am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for the Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, we have executed this Agreement this ____ day of _____, 20__.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENT _____ (Signature and Relationship to Participant)
WITNESS _____ (Signature)

PARTICIPANT _____ (Signature)
WITNESS _____ (Signature)

BRIGHAM YOUNG UNIVERSITY HAWAII _____ (Signature)
WITNESS _____ (Signature)
Title: _____

Fax complete form to BYU-Hawaii Soccer at: (808) 293-3763 or mail to Men's or Women's soccer coach, BYU-Hawaii, 55-220 Kulanui St. #1937, Laie, Hawaii 96762 or deliver in person to the athletics office at BYU-Hawaii.