

Consent and Release

The undersigned, on behalf of themselves and their participant minor child/athlete named above (hereinafter the "athlete"), participating in any sponsored activity, including but not limited to sporting and non-sporting activities and events, including transportation to and from such activity, hereby releases and holds harmless the South Florida HEAT, Inc. and, its affiliated clubs, their Coaches, Sport Season Coach(s), athletes, trainers, Athletic Director(s), administrators, directors, employees and agents, whether paid or volunteers, other volunteers or parents, any other paid employees or volunteer agents of the South Florida HEAT, Inc., member participants of the South Florida HEAT, Inc. and sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (hereinafter collectively referred to as the "Releasees"),

- 1) From any and all liability for any mishap, injury or damage, including serious injury and death, to the athlete and the undersigned(s) from the time of departure to the time of return from any such activity, including any mishap, injury or damage resulting from or caused or alleged to be caused in whole or in part by the negligence of the Releasees.
- 2) From any mishap, injury or damage, including serious injury and death, to the athlete and the undersigned(s) resulting from the activity, mode of transportation, or the provider of any such transportation whether resulting from an accident or otherwise, including any mishap, injury, or damage resulting from or caused or alleged to be caused in whole or in part by the negligence of the Releasees.
- 3) From any loss, destruction, or damage to any personal property of the athlete or the undersigned, including any mishap, injury, or damage resulting from or caused or alleged to be caused in whole or in part by the negligence of the Releasees.
- 4) From any and all mishap, injury or damage, including serious injury and death, to the athlete and the undersigned(s), as described in the paragraphs above or which otherwise may occur, including any mishap, injury, or damage resulting from or caused or alleged to be caused in whole or in part by the negligence of the Releasees.

The undersigned(s) further agrees that any claim or dispute arising from or related to this agreement, including any mishap, injury, or damage resulting from or caused or alleged to be caused in whole or in part by the negligence of the Releasees, shall be settled by Christian mediation and, if necessary, legally binding Christian arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute of Christian Conciliation. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The undersigned(s) understands that these methods shall be the sole remedy for any controversy or claim arising out this agreement, including any mishap, injury, or damage resulting from or caused or alleged to be caused in whole or in part by the negligence of the Releasees, and expressly waive their right to file a lawsuit in any civil court against the Releasees for such disputes, except to enforce any arbitration decision.

Waiver and Release of Liability

In consideration of the undersigned's athlete being allowed to participate in any way in the South Florida HEAT athletics/sports program, and any sponsored events and activities, the undersigned on behalf of the athlete,

- 1) Agrees that the parent(s) and/or legal guardian(s) of the athlete will instruct the athlete that prior to participating he or she should inspect the facilities and equipment to be used, and if the athlete believes anything is unsafe, he or she should immediately advise his or her coach or supervisor of such condition(s) and refuse to participate.
- 2) Acknowledges and fully understands that each athlete will be engaging in activities involving risk of serious injury, including permanent disability and death, and severe social and economic losses which might result, not only from their own actions, inactions, or negligence, but the action, inaction, and negligence of others, including that of the South Florida Heat or any other of the Releasees, or condition of the premises or any equipment used. Further, the undersigned acknowledges and fully understands that there may be other risks not known to the South Florida Heat or not reasonably foreseeable.
- 3) Assumes all the foregoing risks and accepts personal responsibility for the damages to themselves and the athlete following such injury, permanent total disability or death.
- 4) As acknowledged in the Consent and Release section above and this section, releases, waives, discharges and covenants not to sue the Releasees from any and all liability to the undersigned and the athlete, their heirs, administrators, estates, guardians, and next of kin, for any and all claims, demands, losses or damages on account of any loss or injury, including personal injury, death and damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, arising out of any aspect of the athlete's participation in the South Florida HEAT athletics/sports program.

I HAVE READ THE ABOVE CONSENT AND RELEASE AND THE WAIVER AND RELEASE OF LIABILITY, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS INDIVIDUALLY AND ON BEHALF OF MY MINOR CHILD BY SIGNING IT, AND SIGN IT VOLUNTARILY.

Name of Athlete/Minor Participant (print) _____

Name of Parent/Guardian (print) _____

Parent/Guardian Relationship (print) _____

Signature of Parent/Guardian _____ Date _____