

RELEASE, WAIVER and INDEMNITY AGREEMENT

In consideration of the opportunity to participate in soccer-related activities at Brookfield Indoor Soccer (the "Facility"), in which I actually participate ("Activities"), I, for myself, my personal representatives, assigns, heirs and next of kin:

- 1. Acknowledge, represent and agree that I understand the nature of the Activities, and that I am qualified, in good health, and in proper physical condition to participate in the Activities.
2. Fully understand that: (a) the Activities involve risks and dangers of serious bodily injury, including, without limitation, permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the Facilities, or the negligence of the Releases named below; c)there may be other risks and losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all risks and losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all risks of losses, costs and damages, whether or not they are now known or foreseeable, I incur as a result of my participation in the Activities to the extent that the losses, costs and/or damages are the result, whether directly, indirectly or otherwise, of the actual or alleged negligence of any one or more of the Releases.
3. Agree and warrant that I will examine the Facility and that if I observe any unusual, significant danger or hazard, I will remove myself from the participation and bring such condition to the attention of the nearest official.
4. Hereby release and discharge, and covenant not to sue, Franklynn Development, LLC and FC Wisconsin Nationals, Inc, their members, managers, agents, officers and employees (the "Releasees"), form/for any and all liability, claims, demands, losses or damages caused or allegedly caused in whole or in part by the negligence of any of the Releasees, and waive any liability of, or any claim I may have against, any Releasee as a result, in whole or in part, of the negligence of any of the Releases: and I further agree that if, despite this release, waiver of liability, assumption or risk, and indemnity agreement, anyone on my behalf makes a claim against any of the Releasees based upon the negligence or alleged negligence of any one or more Releasees, I will indemnify and hold harmless each of the Releasees from any expense of litigation, attorney fees, loss, liability, damage, or cost.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement of assurance of any nature and intend it to be a complete and unconditional release of all liability for negligence to the greatest extent allowed by law; and I agree that if any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect notwithstanding.

Name of Participant: \_\_\_\_\_
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This is to certify that I as parent/guardian with legal responsibility for this participant do consent and agree to he/her release as provided above, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES.

\_\_\_\_\_  
Parent or Guardian Signature Date: \_\_\_\_\_