



417 Quincy Street, Hirvonen Hall
Hancock, MI 49930
(800) 877-9558

Indoor Soccer Participation Terms and Waiver of Liability

As a participant of the Community Alliance for Progressive Education (CAPE) Indoor Soccer program, this document outlines the conditions of your (“You” or “Student”) attendance, assumption of risk, and waiver of liability (the “Service Terms”).

These Service Terms apply to all activities you may perform for Indoor Soccer now and in the future. Please read the Service Terms carefully and sign below to acknowledge your understanding of the Service Terms and your agreement to be bound by these terms in the performance of your activities (hereafter referred to as “Activities”).

Indoor Soccer Program Meetings

Indoor Soccer will be held in person at the CAPE site in Hancock, MI, and Michigan Technological University (MTU) Student Development Complex (SDC) Multipurpose Room Court. In the event that meetings/events need to be canceled or postponed, you will be notified via your provided contact information.

Transportation

Transportation to and from all meetings and/or events will be the student/parent’s responsibility. Students involved in the Indoor Soccer program are welcome to use the Hancock and Houghton Public Transit services for transportation. If the transits are used, you understand that transportation in this manner is entirely voluntary. If you do not wish to be transported in this fashion, you must arrange for your own transportation at your own risk and cost.

Reporting Accidents

Any time you are involved in any accident or exposed to a potential liability situation, you must inform the CAPE staff and/or the staff Advisor as soon as possible. In the event of a severe or life-threatening injury, contact 911 immediately.

Medical Treatment Authorization

CAPE requires permission to provide routine, non-surgical medical care for participants/staff. Permission is also required to secure certain services which CAPE is not equipped to perform. These services include x-ray, laboratory tests, and emergency room services. Such services are readily available at nearby community hospitals. The authorization is for the use of these services when deemed advisable by medical staff. In the event of any other routine medical problems, we will advise the parent/guardian immediately. I hereby permit CAPE to secure emergency medical and surgical treatment and routine non-surgical medical care for this student.

General Fitness Participation

I understand that my participation in Fitness and/OR any exercise fitness program thereof and any participation of fitness classes therein may involve risk, including, but not limited to sprains, pulled muscles, aches and pains and overall general soreness. I also understand that any instruction provided is intended only to guide me in proper form and technique. It is up to me to monitor my own intensity levels and to make my own determination concerning the appropriate level of activity based on my



417 Quincy Street, Hirvonen Hall
Hancock, MI 49930
(800) 877-9558

physical health. I understand that any questions concerning my ability to participate should be discussed with my physician.

Media Release

You understand and agree that CAPE may record your participation and appearance on any recorded medium including but not limited to video, audio, or photos (collectively, "Recordings") for use in any form (including, but not limited to print, websites, blogs, internet, social media). You authorize such recordings and release CAPE to use your name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose without compensation, review, notice, or future approval. You agree that the Recordings are the sole and exclusive property of CAPE. You understand that CAPE may choose not to use the Recordings at any time, but may do so at its discretion at a later date. You also understand that once the Recording is posted on a website and/or social media site, the Recording can be downloaded by any computer user. **If you would like to opt-out of this section, you must notify CAPE in writing.**

Waiver and Release of Liability

In consideration of the opportunity to participate in the CAPE Indoor Soccer program, I, the undersigned participant (and the undersigned parent or legal guardian if the participant is under age 18, on behalf of their self and the undersigned participant or legal guardian), waive(s), release(s) and agree(s) to hold harmless the CAPE and their respective agents, officers, board members, representatives, employees, and volunteers from any and all liability, claims, costs, expenses, damages, attorney fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my heirs, or any of the property belonging to me or my heirs, as a result of participation in this program and its associated activities/events, even if caused or contributed to by the Released Parties' negligence to the fullest extent permitted by law.

I expressly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release and Waiver of Liability shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event that one or more clauses of this Agreement are found to be unreasonable, unenforceable, illegal, or overboard by a court of competent jurisdiction, I agree that the Agreement will remain in full force and effect except for the unreasonable, unenforceable, illegal, or overboard provision(s), and wherever it is reasonably possible to do, the unreasonable, unenforceable, illegal, or overboard provision(s) may be modified by a court of competent jurisdiction in an attempt to give such provision(s) the maximum effectiveness intended as originally drafted.



417 Quincy Street, Hirvonen Hall
Hancock, MI 49930
(800) 877-9558

By signing below, you acknowledge that you have read, understand, and agree to comply with the above terms and conditions of service, including the assumption of risk and waiver of liability. You are agreeing to these terms in exchange for the benefits you derive from providing services.

For Students Under 18 Parental/Legal Guardian Consent:

I, _____, give my permission for _____ to participate as described above and I further agree to all the terms of the Waiver and Release of Liability stated herein.

Signature (Parent/Guardian if under 18)

Date

Parent/Guardian Emergency Contact Information

Name of Parent/Guardian: _____

Relationship to Participant: _____

Phone Number: _____

Email Address: _____

Home Address: _____

Secondary Emergency Contact

Name: _____

Relationship to Participant: _____

Phone Number: _____

Home Address: _____

Medical Information

Allergies

Medications: _____

Other: _____

Foods/Restrictions: _____

Any important medical information we should be aware of? _____
