

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way at Anchorage Sportsplex, Inc DBA The Dome and/or Soccer Alaska, Inc. ("Companies") as a member, program participant (onsite or offsite), and/or a drop-in user ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. I ACKNOWLEDGE, agree, and represent that I understand the nature of the Companies' activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND THAT: (a) Companies' ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING 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 Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Companies, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
4. The Companies are designed to allow for personal health and wellness. Participants agree that no personal training services will be allowed without separate written agreement with The Dome Management. It is the participant's responsibility to request and review any such agreement prior to accepting and/or paying for services provided. Failure to do so could result in fine and/or suspension on membership rights. Furthermore, personal training must be done in accordance with all State and Local laws and codes.
5. I further agree to follow all written and verbal directions and instructions given to me by officials and employees of the Companies. This includes but not limited to entering any areas by going under or through netting. Parking in areas not designated could result in towing of my vehicle at my expense.
6. The Companies are not responsible for personal items being lost or stolen. This includes any items left in cars of the parking lot. It is highly recommended that any items of value be placed out of sight and NOT be left on front seats of cars. A lost and found area is maintained, but Companies make no guarantee that items will be recovered.
7. I agree to reimburse The Dome for any damage to equipment, facilities, or grounds caused by my actions, irrespective of whether those actions are objectively reasonable.
8. I acknowledge that the Companies are private, non-profit 501(c)(3) organizations and have the right to refuse service to any company and/or individual.
9. I do hereby explicitly authorize the Companies and its assigns to utilize any and all photographs, pictures, videos, or other likenesses of me or anyone assigned guardianship to me, as they deem appropriate in promotional materials or videos, and I further acknowledge that neither I nor anyone assigned guardianship to me will receive any compensation or remuneration, financial or otherwise, for such use. I hereby waive all rights to any such images in perpetuity, including any rights not yet extant under the law.
10. MINOR RELEASE. I, The minor's parent and/or Legal Guardian, understand the nature of the Companies' activities and the Minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. Additionally, do grant authority to the staff at the Companies to render a judgment concerning medical assistance or hospital care in the event of an accident or illness during my absence.
11. MEMBERSHIPS. The Dome offers annual and monthly memberships for access to the facility during normal operating hours to access the track, fitness area, batting cage, and turf, as available and unless occupied or reserved by other programs or entities. Annual Memberships are a 12 month commitment and paid in one lump sum during the year. Monthly Memberships are 30 day commitments. I acknowledge that The Dome is not obligated to issue any sort of reimbursement or refunds for changes to operating hours, closure due to rental use, inadvertent renewal, or closure due to a safety concern.

CONCUSSION INFORMATION

The following information has been adapted from the Centers for Disease Control's "Heads Up" concussion prevention program. This section has information to help protect yourself and others from concussion or other serious brain injury. Use this information at games and practices to learn how to spot a concussion and what to do if a concussion occurs.

WHAT IS A CONCUSSION?

A concussion is a type of traumatic brain injury—or TBI—caused by a bump, blow, or jolt to the head or by a hit to the body that causes the head and brain to

move quickly back and forth. This fast movement can cause the brain to bounce around or twist in the skull, creating chemical changes in the brain and sometimes stretching and damaging the brain cells.

HOW CAN I SPOT A POSSIBLE CONCUSSION? People who show or report one or more of the signs and symptoms listed below—or simply say they just “don’t feel right” after a bump, blow, or jolt to the head or body—may have a concussion or other serious brain injury.

SIGNS OBSERVED BY PARENTS OR COACHES A subject appears dazed or stunned; Forgets an instruction, is confused about an assignment or position, or is unsure of the game, score, or opponent; Moves clumsily; Answers questions slowly; Loses consciousness (even briefly); Shows mood, behavior, or personality changes; Can’t recall events prior to or after a hit or fall.

SYMPTOMS REPORTED BY PLAYERS Headache or “pressure” in head; Nausea or vomiting; Balance problems or dizziness, or double or blurry vision; Bothered by light or noise; Feeling sluggish, hazy, foggy, or groggy; Confusion, or concentration or memory problems; Just not “feeling right,” or “feeling down.”

WHAT ARE SOME MORE SERIOUS DANGER SIGNS TO LOOK OUT FOR? In rare cases, a dangerous collection of blood (hematoma) may form on the brain after a bump, blow, or jolt to the head or body and can squeeze the brain against the skull. Call 9-1-1 or take the subject to the emergency department right away if, after a bump, blow, or jolt to the head or body, he or she has one or more of these danger signs: One pupil larger than the other; Drowsiness or inability to wake up; A headache that gets worse and does not go away; Slurred speech, weakness, numbness, or decreased coordination; Repeated vomiting or nausea, convulsions or seizures (shaking or twitching); Unusual behavior, increased confusion, restlessness, or agitation; Loss of consciousness (passed out/knocked out). Even a brief loss of consciousness should be taken seriously.

WHAT SHOULD I DO IF MY CHILD OR TEEN HAS A POSSIBLE CONCUSSION? As a parent, if you think your child or teen may have a concussion, you should:

1. Remove your child or teen from play.
2. Keep your child or teen out of play the day of the injury. Your child or teen should be seen by a health care provider and only return to play with permission from a health care provider who is experienced in evaluating for concussion.
3. Ask your child’s or teen’s health care provider for written instructions on helping your child or teen return to school. You can give the instructions to your child’s or teen’s school nurse and teacher(s) and return-to-play instructions to the coach and/or athletic trainer. Do not try to judge the severity of the injury yourself. Only a health care provider should assess a child or teen for a possible concussion. Concussion signs and symptoms often show up soon after the injury. But you may not know how serious the concussion is at first, and some symptoms may not show up for hours or days. The brain needs time to heal after a concussion. A child’s or teen’s return to school and sports should be a gradual process that is carefully managed and monitored by a health care provider.

HOW CAN I HELP KEEP PLAYERS SAFE? Sports are a great way for children and teens to stay healthy and can help them do well in school. To help lower players’ chances of getting a concussion or other serious brain injury, you should:

Help create a culture of safety for the team. Work with their coach to teach ways to lower the chances of getting a concussion. Talk with players about concussion and ask if they have concerns about reporting a concussion. Talk with them about their concerns; emphasize the importance of reporting concussions and taking time to recover from one. Ensure that they follow their coach’s rules for safety and the rules of the sport. Tell athletes that you expect them to practice good sportsmanship at all times.

When appropriate for the sport or activity, teach athletes that they must wear a helmet to lower the chances of the most serious types of brain or head injury. However, there is no “concussion-proof” helmet. So, even with a helmet, it is important for everyone to avoid hits to the head.

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 INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name of Participant:

Name of Signer, if different than Participant:

Relationship to Participant:

Signature: