

## **TEAM REGISTRATION AGREEMENT YOUTH SOCCER**

NOTICE. Balboa Management Group, LLC dba SilverLakes (“SilverLakes”) has received the Online Application Form for your team (“Team”) to compete in the soccer tournament designated on the Online Application Form (the “Tournament”).

In the event that SilverLakes notifies you that your Team can participate in the Tournament, which notification will be by email, then, if you still desire to participate in the Tournament, you will be required to sign this Team Registration Agreement (“Registration Agreement”) on behalf of your Team and return the signed Registration Agreement to SilverLakes. If SilverLakes then elects in its sole discretion to counter-sign this Agreement and returns it to you, your receipt of such fully executed Agreement will mean that your Team has been accepted to participate in the Tournament on the terms set forth herein.

As set forth below, you agree on behalf of the Team and its players, to comply with the following (for the purposes of this Registration Agreement, the term “Team” and “Players” are used interchangeably and are deemed to be one and the same):

Part I Governing Rules (below).

Part II License (below).

Part III- Release (below).

Part IV- SilverLakes Rules and Regulations (Posted online at \_\_\_\_\_ and incorporated herein by reference).

### **PART I: GOVERNING RULES**

1. You agree that you have properly registered the Team and all Players with the applicable governing soccer organization that sanctions the Tournament (“GSO”).
2. You agree that your participation in the Tournament is subject to the Rules, Regulations and policies of the GSO (the “Governing Rules”).
3. You agree to comply with such Governing Rules.

### **PART II: LICENSE**

You acknowledge on behalf of the Team that the Team is granted a revocable license by SilverLakes to participate in the Tournament subject to all of the terms and conditions set forth below. Breach of any of the terms of this Registration Agreement shall automatically terminate any rights that the Team may have hereunder, shall render invalid and unauthorized the Team’s further participation in the Tournament and shall authorize SilverLakes to withdraw the registration, refuse participation or eject the Team from the Tournament and the SilverLakes Equestrian and Sports Park (the “Venue”) in Norco, California. Notwithstanding the foregoing, SilverLakes reserves the right to pursue legal remedies available to SilverLakes in the event of a breach of this Registration Agreement.

### **PART III: RELEASE**

This Release consists of an Assumption of Risk, an Indemnification, a Waiver of Claims and a Waiver of Subrogation. As used herein, the term "Released Parties" includes Balboa Management Group, LLC dba SilverLakes, the City of Norco and lessors of the premises, if any, used to conduct the Tournament, each of their officers, directors, managers, members, owners, shareholders, employees, representatives, agents, subsidiaries, volunteers, referees, officials, affiliated and associated persons, companies and organizations, assigns and entities and sponsoring agencies, sponsors and advertisers, as may now or hereafter be constituted, that own, are related to or manage the property owned by such entities.

**1. ASSUMPTION OF RISK:** You acknowledge that the Team chooses to participate voluntarily in the Tournament and you represent that the Team has the requisite training, coaching and abilities to compete safely in this Tournament.

You represent that the Team and Players are fully aware and acknowledge that soccer involves inherent dangerous risks of accident, loss and serious bodily injury including broken bones, partial and/or total disability, paralysis, head injuries, trauma, pain, suffering or death (collectively, "Harm"). You represent that the Team agrees to assume all risks of Harm to the Players, including Harm resulting from the negligence of the Released Parties (e.g., allegedly unsafe field conditions). If, however, you or the Team observes any unusual significant hazard during the Team's presence or participation, the Team agrees to remove itself from participation and bring such to the attention of the nearest official immediately.

**YOU, ON BEHALF OF THE TEAM, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR THE TEAM'S PARTICIPATION.**

**2. INDEMNIFICATION:** You agree on behalf of the Team to hold harmless and release the Released Parties from any and all claims for money damages (including but not limited to attorneys' fees) or otherwise arising before, during or after the Tournament from any and all claims, demands, losses, and liability arising out of or related to the Player's participation in the Tournament, including, but not limited, to any INJURY, DISABILITY OR DEATH any Player may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law. Without limiting the foregoing, this indemnification applies to any Harm of any nature to the Players and any and all claims, liabilities, loss, damages, demands, actions, causes of action, which may be made against the Released Parties or of them, which arise out of the breach or alleged breach by the Team of this Registration Agreement.

**3. WAIVER OF CLAIMS:** On behalf of the Players, the Players' next of kin, and the Players' assigns and personal representatives, you hereby waive and discharge the Released Parties and each of them from any and all claims, demands, actions, causes of actions, liabilities of any kind which the Players may or might have against Released Parties or any of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen, bodily and personal injuries, disability, death, loss or damage to property, and any consequences thereof, which the Team or Players may sustain before, during or after

participation in the Tournament, whether arising from the negligence of the Released Parties or otherwise, to the fullest extent permitted by law. The Team and Players waive any right to consequential damages.

In connection with the above waiver, you agree that if a Player is injured during play in the Tournament, you grant permission for the Player to receive emergency medical treatment if needed, and the you and the Team agree to be solely responsible for any and all costs of medical coverage and treatment provided not covered by SilverLake's insurance; furthermore, you agree that the medical personnel treating the Player's injuries may provide information on the Player's injury and treatment to the Released Parties on the SilverLakes Accident/Injury report form.

You agree that the foregoing release, indemnity and waiver is intended to be as broad and inclusive as permitted by the laws of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**4. WAIVER OF SUBROGATION:** To the extent permitted by law, you, on behalf of the Team hereby release SilverLakes, its elected and appointed officials, employees and volunteers and others working on behalf of SilverLakes from any and all liability or responsibility to the Team or anyone, including but not limited to Players, claiming through or under the Team by way of subrogation or otherwise, for any loss or damage to person or property caused by the fault or negligence of SilverLakes, its elected or appointed officials, employees or volunteers or others working on behalf of SilverLakes. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Team's occupancy or use of the Venue, and it is agreed that Team's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Team to recover thereunder. The Team agrees that its policies will include such a clause or endorsement.

**YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF THE TEAM AND PLAYERS. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT THE TEAM AND PLAYERS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO ITS TERMS. YOU REPRESENT THAT YOU ARE SIGNING THE REGISTRATION AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, OR ASSURANCE OF GUARANTEE BEING MADE**

**DATED:** \_\_\_\_\_

**TEAM:**

**BALBOA MANAGEMENT GROUP, LLC**

By: \_\_\_\_\_  
Its authorized signatory

By: \_\_\_\_\_  
Its authorized signatory