

**AGREEMENT, RELEASE AND DISCHARGE,
AND ACKNOWLEDGMENT OF RISKS**

I, _____, the parent and legal guardian of

_____ a minor, for myself and on behalf of my child, and in consideration of my child being allowed to participate in the informal fall soccer league organized by "the Mighty Islanders" (the "tball") and being held on property and fields owned by Tapps Island Association, agree as follows:

I acknowledge that my child's participation in this soccer league involves certain risks which could result in injury, death, illness, or damage to my child. These risks include, but are not necessarily limited to, the following: latent or apparent defects with the Tapps Island Association property and fields, latent or apparent defects in the equipment used by my child, contact with plants or animals, my child's own physical or mental condition, and injuries connected with emergency first aid or medical treatment and trauma.

I understand and acknowledge that the foregoing list is not complete nor exhaustive, and that other risks known or unknown, may also result in injury or damage to person or property.

I hereby assume the risks of my child participating in the soccer league and using the Tapps Island Association property and field and for myself and on behalf of my child, I hereby release, indemnify and hold Tapps Island Association and the soccer league organizers and their respective heirs, successors and assigns harmless from any and all obligations, liabilities, rights, claims, demands, actions, causes of action, and damages of any kind whatsoever, known or unknown, existing or arising now or in the future against Tapps Island Association and the soccer league organizers and their heirs, successors, assigns, agents, employees, or insurers in connection with, arising out of, resulting from, incident to, related to, or on account of, or in any way growing out of my child's use of the Tapps Island Association property and field, any soccer equipment supplied by the soccer league organizers or the negligence of Tapps Island Association or the soccer league organizers. I further agree, covenant and promise not to sue, assert or otherwise maintain or assert any claim against Tapps Island Association or the organizers of the soccer league and their respective heirs, successors, assigns, agents, employees or insurers for any injury, death, illness, disease or damage to person or property arising from or connected with the use of the Tapps Island Association property and field and participation in the soccer league by my child.

I understand and acknowledge that by executing this document I have given up certain legal rights and/or possible claims which I or my child might otherwise assert or maintain against Tapps Island Association or the organizers of the soccer league and their respective heirs, successors, assigns, agents, employees or insurers, including rights arising from or claims for the acts or omissions and/or negligence in any degree, of Tapps Island Association or the organizers of the soccer league.

I acknowledge that I fairly and knowingly specifically contemplated and bargained for the assumption of risk of future unknown injuries/damages within the context of *Nevue v. Close*, 123 Wn2d 253 (1994), and that this document applies to those future unknown injuries/damages.

I understand that I must provide my own health and accident insurance for my child and that my child is in no way covered by Tapps Island Association's or the soccer league organizer's insurance, if any exists.

This AGREEMENT, RELEASE AND DISCHARGE, AND ACKNOWLEDGEMENT OF RISKS shall be binding on me and my child, and our/my heirs, successors, personal representatives, marital community, executors, administrators, agents, employees, and assigns.

Date: _____ Signature: _____