



## 2019-20 DEVELOPMENT ACADEMY PARTICIPANT AGREEMENT AND WAIVER

This agreement (“**Agreement**”) is by and between the U.S. Soccer Development Academy (hereafter “**Academy**”) and the United States Soccer Federation, Inc. (“**USSF**”), on the one hand, and the participant signing below (regardless of whether player, coach, trainer or other DA personnel, the “**Participant**”) and, if the Participant is a minor, their Parent/Guardian signing below. In consideration of the Academy accepting the enrollment and participation of Participant in an Academy and the instruction, competition and other services and benefits to be provided by the Academy to Participant, Participant and Parent/Guardian, on behalf of Participant, acknowledge and agree as follows:

1. **Acknowledgment of Development Academy Rules, Regulations and Standards of Conduct:** Participant and Parent/Guardian understand that Academy has rules and standards of conduct that are set forth in the Development Academy Rules and Regulations, along with the Development Academy Disciplinary Code and the USSF Safe Soccer Framework (incorporating the SafeSport Code), as each may be amended from time to time (collectively referred to as the “**Requirements**”). Participant and Parent/Guardian agree that they have (a) been given access to the Requirements, current copies of which may be found at [www.ussoccerda.com](http://www.ussoccerda.com) (under Resources/Academy Operations) and [www.safesoccer.com](http://www.safesoccer.com); (b) have read and understand the Requirements; and (c) agree to be bound and abide by the then-current Requirements at all times. Participant and Parent/Guardian acknowledge the U.S. Center for SafeSport holds exclusive jurisdiction over investigation and resolution of allegations of sexual misconduct in connection with the Academy. USSF retains the authority to investigate and resolve any alleged violation of the Safe Soccer Framework other than those falling under the jurisdiction of the U.S. Center for SafeSport. Participant and Parent/Guardian are hereby advised that reports may be made at [www.ussoccer.com/integrity-hotline](http://www.ussoccer.com/integrity-hotline) or [www.safesport.org](http://www.safesport.org).

2. **Publicity Consent:** Participant and Parent/Guardian (a) understand and agree that the Participant may be filmed, televised, photographed, identified and may have their name, image, picture, likeness, voice, performance and biographical information (collectively the “**Image**”) otherwise captured, depicted or recorded in connection with Academy participation and accordingly (b) consent to the use of the Image by the Academy or the USSF and their assignees and licensees (including, for the avoidance of doubt, broadcasters and commercial sponsors) at any time, for any purpose and in any manner without payment to, or the additional consent or notification of, Participant or Parent/Guardian. Without limiting the foregoing, Participant and Parent/Guardian expressly consent to the public posting (on web-site and in various scouting materials) of identifying information such as name, birthdate, club affiliation, history, and other information of interest to scouts and professional leagues/clubs and to otherwise provide such information to interested clubs pursuant to data sharing agreements.

3. **Wearable Technology Consent:** Participant and Parent/Guardian: (a) understand and agree that the Participant may be offered access to USSF-owned wearable technology including, but not limited to, STATSports™ GPS-based performance monitoring devices which are designed to record objective data (the “**Data**”) on player performance that can be used not only to improve individual player development but also to identify players at risk of injury and potentially reduce the risk of future injury; and (b) consent to the collection and use of the Data, including but not limited to, in combination with Participant's Image or biographical information, by the Academy or the USSF and their assignees and licensees (including, for the avoidance of doubt, individual Academy Clubs) at any time, for any purpose and in any manner without payment to, or the additional consent or notification of, Participant or Parent/Guardian. Participant and Parent/Guardian hereby assigns all right, title and interest in and to such Data to USSF, and in the event such assignment is found unenforceable, in any event, grants an irrevocable, royalty free right and license in and to all such Data, including the right to use and sublicense the same, in perpetuity. USSF will use Data in accordance with its Performance Monitoring Privacy Policy available at: [www.ussoccerda.com](http://www.ussoccerda.com).

#### 4. **Assumption of Risks:**

- A. Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to prevent or minimize the risk of harm. The Academy is for the sport of soccer and related activities such as strength training, running and other aerobic activities. Some of these activities involve strenuous exertions using various muscle groups, some involve quick movements involving speed and change of direction, some involve potential contact with equipment, balls, fixed objects (e.g. goals), other participants (including participants that are older or younger and who may be larger or smaller) and various surface types, and others involve sustained physical activity that stresses the cardiovascular and nervous systems. Specific risks vary from one activity to another, but in each case risks range from (1) minor injuries such as cuts, bruises, strains and sprains, to (2) major injuries such as broken bones, concussion or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis or death.
- B. Participant and Parent/Guardian acknowledge that risk of injury from the activities involved in the Academy is significant, including the potential for concussions, other brain/head injuries and death. PARTICIPANT AND PARENT/GUARDIAN, FOR THEMSELVES AND ON PARTICIPANT'S BEHALF, KNOWINGLY AND FREELY ASSUME ALL RISKS IN ANY WAY RELATING

TO, ARISING FROM OR ASSOCIATED WITH PARTICIPATION IN ANY ACADEMY-RELATED ACTIVITIES, BOTH KNOWN AND UNKNOWN, even if arising from the negligence of the "Releasees" (as defined below) or others, and assume full responsibility for Participant's participation in the Academy.

- C. Without limiting the foregoing, Participant and Parent/Guardian assume the risk of all conditions and consequences, dangerous or otherwise, arising from Participant's participation in the Academy in any way relating to or associated with concussions, subconcussive blows, or brain or head injuries, including but not limited to possible acute and long term neurocognitive and neurophysiological consequences as a result of Participant's continued play. USSF's player health & safety program is available at [www.recognizetorecover.org](http://www.recognizetorecover.org).
- D. In addition, Participant and Parent/Guardian understand that by participating in the Academy, Participant may be exposed, or expose others, to contagious and potentially harmful or deadly disease such as influenza, common cold, chicken pox, meningitis or measles. Participant may also be exposed to risks while traveling (such as in vans when traveling to and from competitions, social events or the airport), exposure to large crowds (such as at a competition) and exposure to risks related to receipt of treatment for any physical or mental conditions. Participant and Parent/Guardian assume all of these and other associated risks.
- E. Participant and Parent/Guardian acknowledge that Participant's participation in the Academy is without assumption of responsibility or risk of any kind by the Releasees, and the Releasees make no representations or warranties of any kind with respect to Participant's participation.
- F. Participant and Parent/Guardian have read the paragraphs 4.A. through 4.E. and (1) understand the nature of Academy activities, (2) understand the demands of those activities relative to the physical condition and skill level of Participant and (3) appreciate the types of injuries, illnesses and risks related to the Participant's participation in the Academy and the treatment for any physical or medical condition which may occur as a result of participation in the Academy. Participant and Parent/Guardian hereby assert that participation in the Academy and use of related facilities and services is voluntary and that Participant and Parent/Guardian knowingly assume all related risks.
- G. PARTICIPANT AND PARENT/GUARDIAN ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT THEY ARE RELINQUISHING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO PURSUE CLAIMS OR FINANCIAL RECOVERY FOR, AMONG OTHER THINGS, INJURIES OR ILLNESS INCURRED BY PARTICIPANT WHILE PARTICIPATING IN THE ACADEMY INCLUDING, BUT NOT LIMITED TO BRAIN OR HEAD INJURIES SUCH AS THOSE WHICH MAY BE ASSOCIATED WITH CONCUSSIONS AND SUBCONCUSSIVE BLOWS, REGARDLESS OF WHETHER SUCH INJURY OR ILLNESS RESULTS FROM THE INHERENT RISKS OF THE ACTIVITY OR FROM THE NEGLIGENCE OF THE RELEASEES.

**5. Waiver and Release of Claims:**

- A. Participant and Parent/Guardian, for themselves and on behalf of Participant, and the Participant's heirs, next of kin, personal representatives, successors and/or assigns (the "**Releasors**"), do hereby release and forever discharge the Academy, USSF and each of its and their affiliated clubs, teams and companies, and any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents (collectively, the "**Releasees**"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity for indemnity or otherwise, liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, in any way relating to or arising from Participant's enrollment in or participation with the Academy ("**Claims**"). Without limiting the generality of the foregoing this waiver and release includes, but is not limited to, claims relating to personal injury, illness or death; damage to, or loss or theft of, property (including personal items, cars and money); the receipt of medical care or treatment for any physical or mental condition; use of facilities, services, premises and equipment; exposure to inclement weather; and involvement in accidents. Participant and Parent/Guardian, for themselves and on behalf of Participant, further covenant, promise and agree not to sue or bring any action against the Releasees for any claims which are covered by the waiver and release set forth in this paragraph 5.A.
- B. **Waiver of California Civil Code Section 1542.** This Agreement is intended to be effective as a general release of and bar to all claims as stated in this Section. Accordingly, the Releasors expressly waive all rights under Section 1542 of the California Civil Code, which states,

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Participant and Parent/Guardian acknowledge that the Participant and/or Parent/Guardian may later discover claims or facts in addition to or different from those which the Participant and/or Parent/Guardian now knows or believes to exist with regards to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have **materially** affected its terms. Nevertheless, the Releasors waive any and all Claims that might arise as a result of such different or additional claims or facts.

6. **Indemnification:** Participant and Parent/Guardian agree to indemnify and hold the Releasees harmless from any liability, claims, demands, costs, expenses and attorneys' fees incurred by the Releasees, or any of them, as a result of (a) their, or any person on their behalf, asserting any claims for which they have acknowledged and assumed risk under paragraphs 4.A. through 4.G. above and/or covered by the waiver and release set forth in paragraphs 5.A. and 5.B. above; and (b) all claims and amounts related to legal and other actions brought against the Releasees, or any one of them, to the extent such claims are attributable to the gross negligence or willful misconduct of Participant or a violation or breach of this Agreement.

7. **Choice of Law and Severability:** The laws of the State of California shall apply to any interpretation of this Agreement, without regard to its conflicts of laws principles and (b) the provisions of this Agreement are severable and that if any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision this Agreement.

8. **Arbitration as the Exclusive Remedy:** The parties agree that all disputes relating to or arising out of this Agreement and/or the Participant's participation in the Academy shall be presented to the American Arbitration Association ("AAA") in accordance with the rules of the AAA before a retired state or federal court judge for arbitration pursuant to the commercial rules of that association as the sole and exclusive remedy for resolving such disputes. The parties agree that (a) they shall be entitled to conduct such reasonable discovery as the arbitrator may allow, up to ten depositions and 35 interrogatories; (b) the arbitrator shall be entitled to award the full range of relief as would be available to the prevailing party in a court of law; and (c) the decision of the arbitrator shall be final and binding on each of the parties. The prevailing party in any arbitration under this Agreement shall be entitled to recover its attorneys' fees and costs from the other party. The parties agree that any such arbitration shall take place in Chicago, Illinois. If any party to this Agreement brings a civil action rather than an arbitration proceeding as required by this paragraph, such action shall be barred as a result of the foregoing exclusive remedy, and the prevailing party in any such action shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in connection with such lawsuit. THE PARTIES TO THIS AGREEMENT EACH ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES AMONG THEM, THEY ARE WAIVING THEIR RIGHT TO A JURY TRIAL TO WHICH THEY MAY OTHERWISE BE ENTITLED. Without limiting the foregoing, EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

**Acknowledgment of Understanding:**

Participant and Parent/Guardian acknowledge and agree that they have read the below 2019-2020 DEVELOPMENT ACADEMY PARTICIPANT AGREEMENT AND WAIVER, fully understand its terms and agree that they are freely and voluntarily signing this Agreement. Participant and Parent/Guardian further understand and agree that Participant and Parent/Guardian for themselves and on behalf of the Participant: (a) are consenting to Participant's participation in the Academy; (b) understand that all risks in any way relating to the Participant's participation in the Academy are expressly assumed; (c) are giving up rights, including the right to compensation for injury resulting from the Participant's participation in the Academy; and (d) are providing a complete and unconditional advance waiver and release of all liability to the greatest extent allowed by law.

	<b>Age Group (choose one):</b>	<b>U-13</b>	<b>U-14</b>	<b>U-15</b>	<b>U-16</b>	<b>U-17</b>	<b>U-16/17</b>	<b>U-18/19</b>
<b>Club Name: (please print)</b>	<b>Academy: (choose one):</b>	<b>Boys</b>			<b>Girls</b>			
_____	<b>Player Status (choose one):</b> (Player agrees to be bound by this Agreement as a "Participant")	<b>Full-Time</b>			<b>Part-Time</b>			
<b>Participant's Name: (please print)</b>	<b>Staff Status (choose one):</b> (Staff agrees to be bound by this Agreement as a "Participant")	<b>Coach</b>			<b>Admin</b>		<b>Other</b>	
_____								
<b>State/Province of Club:</b>								
_____								

**Print Participant Name:** \_\_\_\_\_

**Signature of Participant** \_\_\_\_\_

**Print Parent/Guardian Name:** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_