



**12th GURKHAS CUP 7-A SIDE SOCCER TOURNAMENT
DALLAS, TEXAS
October 14-15th, 2023**

**Sports Liability/Waiver Form
Assumption of Risk, Waiver, and Release from Liability**

Team/Club Name _____

Team Manager/ Captain Name _____

Driver ID# _____, **State of Issue:** _____

Address _____

Email _____ **Phone** _____

**I certify that all the participants from _____
Team/Club have read the “Assumption of Risk, Waiver, and Release
from Liability” and have signed on to them voluntarily.**

Printed Name _____

Signature _____ **Date** _____

THIS FORM MUST BE UNDERSIGNED BY EACH PLAYER AND BY PARENT'S SIGNATURE IF PLAYER IS A MINOR. PLEASE KINDLY RETURN TO THE ORGANIZER COMMITTEE WHEN FINISHED.
12th GURKHAS CUP 7-A SIDE SOCCER TOURNAMENT:

Assumption of Risk, Waiver, and Release from Liability

I undersigned my desire to participate in **GURKHAS CUP SOCCER TOURNAMENT (GCST)**. This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in **GCST**, including travel to any locations off of the **GCST** Council accompanying facility in order to participate in activities associated with **GCST**.

1. Risk Factors- I understand and acknowledge that the use of equipment and facilities provided by **GCST** Council and participation in **GCST** involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of others, including **GCST** Council and its agents or myself or from the unavailability of emergency medical care.

2. Assumption of Risk- I am participating in **GCST** at my own free will. I understand that my decision to participate in **GCST** is entirely voluntary. I assume full responsibility for all risks that may arise out of or result from my participation in **GCST**, including by not limited to those risks described in Section 1, above. Exceptions from this section are any injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, agents, or volunteers of **GCST** Council.

3. Acknowledgement of Policies and Procedures- I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my participation in **GCST**. I understand that the safe and proper use of all facilities, equipment or participation in the activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of the **GCST** Council. I understand that **GCST** Council reserves the right to revoke or terminate my participation in **GCST** for any violations of these rules, regulations, or policies.

4. Release, Indemnify, and Defend- I hereby release, waive, discharge, and hold harmless GCST Council, and all of their affiliates, predecessors, successors, trustees, officers, directors, and representatives, past or present (hereinafter jointly referred to as “the Released Parties”) from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in GCST. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in GCST.

5. Prerequisite Skills- I acknowledge that I have the skills, qualifications, physical ability and training necessary to properly and safely participate in the Club Sport Program. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in GCST, then I shall direct such questions to the appropriate individuals.

6. Waiver- I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

7. Payment for Damages- I agree to pay for any and all damages to any property or Release Party caused by me negligently, willfully or otherwise.

8. Representatives- I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

9. Consent for Emergency Treatment- I consent to medical treatment for emergencies that occur during or are related to my participation in GCST where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section, including but not limited to Section 1, Section 2, and Section 4.

10. Insurance- I understand that I am solely responsible for any medical; health or personal injury costs relating to my participation in GCST. I



understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in GCST.

11. Jurisdiction- This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the Commonwealth of Texas. The parties agree to use the Commonwealth of Texas for Jurisdiction for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

12. Severability- If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.



I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Consent and Release on Behalf of Minor by Parent/Legal Guardian

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and me. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity of the minor.

<i>Player's Full Name</i>	<i>Player's Signature</i>	<i>If Minor-Parent's Signature</i>	<i>Age</i>
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