



WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND DEFENSE INDEMNITY AGREEMENT

In consideration of being granted permissive entry onto the premises of XL Soccer World Saco, LLC d/b/a XL Sports World [hereinafter "XL Sports World"] and in consideration of being granted permissive of use the XL Sports World facilities and equipment, and/or in consideration of participating in athletic or recreational events or activities at XL Sports World, including without limitation participating in soccer leagues, games, practices, scrimmages, tournaments, I/We (*name of adult participant, or parent(s)/ legal guardian(s), and of participant under the age of 18*)

PRINT NAME (ADULT): _____ SIGNATURE: _____

PRINT NAME (YOUTH PARTICIPANT): _____ DATE: _____

PARTICIPANT'S DATE OF BIRTH: _____ PHONE NUMBER: _____

EMAIL ADDRESS: _____

SPORT/LEAGUE/PROGRAM: _____ TEAM: _____

and/or as his/her parent(s) and/or legal guardian(s), and/or as individuals of our own accord [hereinafter "Releasors"], hereby waive and release XL Soccer World Saco, LLC d/b/a XL Sports World, its members, owners, officers, managers, directors, shareholders, employees, agents, attorneys, subsidiaries, lessees, contractors, independent contractors, successor or assigns [hereinafter "Releasees"] from any and all claims, damages, or causes of action in law or equity of any type for personal injury, property damage, emotional distress, wrongful death or any other damages, including any claims arising out of Releasees' own negligence, if any, and/or the negligence of any third party, related in any way to participation in any athletic or recreational events or activities at XL Sports World, including without limitation, participation in any soccer leagues, games, practices, scrimmages, or tournaments organized, managed or run by XL Sports World, or otherwise related to Releasors' use of the XL Sports World premises, facilities and/or equipment.

The parties specifically state that this agreement is intended to expressly spell out with the greatest particularity, the intention of the parties to extinguish all claims for damages against Releasees, including any injuries or damages caused by Releasees' own negligence, that Releasors may have now, or which may in the future arise against Releasees or any other person in connection with, or arising out of, Releasees' use of the premises, facilities and/or equipment at XL Sports World, or Releasors' participation in athletic or recreational events or activities at XL Sports World, including without limitation, soccer. The parties agree that this agreement complies with the requirements under Maine law of a complete release of any and all claims and causes of action, including any claims and causes of action for Releasees' own negligence as recognized by the Maine Law Court in *Lloyd v. Sugarloaf Mountain Corp.*, 2003 ME 117, 883 A.2d 1 and related cases.

Releasors acknowledge, understand, and assume all risks relating to participating in any athletic and/or recreational activities or events at XL Sports World, including without limitation, soccer, or the use of the XL facilities and equipment. Releasors understand that participating in athletic and recreational activities and at XL Sports World, including without limitation, soccer, involves risk to Releasors' person, including bodily injury, partial or total disability, paralysis and death and any damages which may arise therefrom.

In consideration of this agreement, Releasors agree that upon the filing or assertion of any claim, notice of claim or lawsuit for Releasors' personal injury, property damage, emotional distress or wrongful death or any other damages against Releasees, Releasors shall defend, indemnify and save harmless Releasees from any and all claims or causes of action by whomever or wherever made, including any and all claims for Releasees' own negligence. Releasors specifically agree that their duty to defend and indemnify Releasees from any and all claims, including claims for Releasees' own negligence, shall include a duty to pay all attorneys' fees and litigation costs incurred by Releasees as said fees and costs are incurred.

By their signature, Releasors acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of Releasees. Releasors acknowledge that they have a right to consult an attorney and, in the event Releasors do not consult an attorney, Releasors assume the risk of not consulting an attorney.

Releasors agree and acknowledge that each provision of this agreement is severable from and valid and binding regardless of the validity or invalidity of any other clause or clauses of this agreement. This written agreement contains the entire agreement between Releasors and Releasees. Its terms are contractual and not a mere recital.

Finally, Releasors state that they have carefully read the foregoing agreement and know and understand its contents and that they sign it as their own free act and will. If Releasors are entering into this agreement individually and on behalf of a minor child, Releasors further acknowledge that they have the right and authority to waive and release any and all claims on behalf of the minor child/ren and the right and authority to bind said minor child/ren to a duty to defend and indemnify as set forth in this agreement.