

# JOIN THE LEGION



## TRYOUT APPLICATION FORM Minor Under 18

Name:		Date of Birth:	
Home Address:		City, State & Zip:	
Home Phone:		Cell Phone:	
Work Phone:		Email Address:	
Height:		Weight:	
Position 1:		Position 2:	

**Professional/Amateur Experience** (Include Team Name/Division/Years Played):

**College Experience** (Include College Name/Division/Years Played):

**Club Experience** (Include Team/League Division/Years Played):

**Coaching Reference** (Please provide at least one contact):

Are you a United States citizen:      Yes      Legal Resident      No

If you are not a US citizen, where are you from?

*Please arrive 30 minutes early to check in. Bring black shorts, a black and white t-shirt, cleats, water, shin guards, etc to tryout session. All participants must have tryout application and waiver to participate. All participants must have tryout application and waiver to participate. All participants under the age of 18 must have this completed by parent/guardian.*

# TRYOUT WAIVER

## **Waiver of Liability, Indemnity Agreement, Media Release and Assumption of Risk.**

**Waiver:** In consideration of permission to use, today and on future dates, the property, facilities and services of Thorn TES (Bakersfield Brigade PDL Soccer Club), and in consideration of being allowed to participate in the programs, related events and activities of Thorn TES (Bakersfield Brigade PDL Soccer Club), I, on behalf of my dependent, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue Thorn TES (Bakersfield Brigade PDL Soccer Club), their affiliated clubs, their members, directors, officers, employees, coaches, sponsors, advertisers, volunteers, independent contractors, agents and owners and lessors of premises used to conduct the events (the "Released Parties") from liability from any and all claims arising from the negligence of Thorn TES (Bakersfield Brigade PDL Soccer Club) or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illness arising from participation in Thorn TES (Bakersfield Brigade PDL Soccer Club) activities including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification and Hold Harmless:** I also agree to HOLD HARMLESS AND INDEMNIFY Thorn TES (Bakersfield Brigade PDL Soccer Club) and the Released Parties from all claims resulting from negligence and to reimburse them for any expenses incurred as a result of my dependents involvement at programs, related events and activities with Thorn TES (Bakersfield Brigade PDL Soccer Club). I further agree to pay all costs and attorney fees incurred by Thorn TES (Bakersfield Brigade PDL Soccer Club) and the Released Parties, in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Thorn TES (Bakersfield Brigade PDL Soccer Club), is not responsible for the injury or loss.

**Severability and Venue:** The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Kern County, California.

**Media/Photo Release:** I hereby authorize and give my full consent to Thorn TES (Bakersfield Brigade PDL Soccer Club) to copyright and/or publish any and all photographs, videotapes and/or film in which I and/or minor participants appear while attending the programs, related events and activities of Thorn TES (Bakersfield Brigade PDL Soccer Club). I further agree that Thorn TES (Bakersfield Brigade PDL Soccer Club) may transfer, use or cause to be used, these photographs, video tapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

**Acknowledgement of Understanding:** I have read this Waiver of Liability and Indemnification Agreement, Severability and Venue and Media/Photo Release and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law in the State of California.

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**Signature of Parent/Guardian (Participant is under 18)**

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**Date**

**Assumption of Inherent Risk:** Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Thorn TES (Bakersfield Brigade PDL Soccer Club) have facilities for and provides for soccer activity. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and the change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary but risks from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as loss of sight, joint or back injuries, concussions, and heart attacks to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know the nature of the activities at Thorn TES (Bakersfield Brigade PDL Soccer Club), I understand the demands of those activities relative to my dependents physical condition and skill level, and I appreciate the types of injuries, which may occur as a result of activities made possible by Thorn TES (Bakersfield Brigade PDL Soccer Club). I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Acknowledgement of Understanding:** I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of inherent risks of participating in or observing recreational activities at Thorn TES (Bakersfield Brigade PDL Soccer Club), to the greatest extent allowed by law in the State of California.

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**Signature of Parent/Guardian (Participant is under 18)**

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**Date**

**PARENTAL CONSENT (Participant is under the age of 18)**

**Name of Participant Under the Age of 18 (Minor)**

I, the minor's parent and/or legal guardian, with legal responsibility for this participant, understand the nature of soccer activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I do consent and agree to his release as provided above of the Released Parties. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Released Parties from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Released Parties or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Released Parties, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Released Parties from any litigation expenses, attorney fees, loss liability, damage, or cost as may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Day Phone \_\_\_\_\_

**Signature of Parent/Guardian (Participant is under 18)**

**Date**

**Permission to Treat:** The undersigned further authorizes anyone working with the Thorn TES (Bakersfield Brigade PDL Soccer Club) program to call for such medical care for the minor participant or to transport the minor participant to the appropriate clinic or hospital if, in the opinion of anyone working with the Thorn TES (Bakersfield Brigade PDL Soccer Club) program, medical attention is needed for the minor participant. The undersigned agrees that upon turning the minor over to the undersigned parent and/or legal guardian or their designees or to the ambulance or other medial facility, clinic or hospital, that the responsibility of Thorn TES (Bakersfield Brigade PDL Soccer Club) shall be totally fulfilled and that Thorn TES Bakersfield Brigade PDL Soccer Club shall not have any further responsibility for the minor participant. The undersigned parent and/or legal guardian agrees to pay all cost associated with such medical care and related transportation for the minor participant and indemnify and hold Thorn TES (Bakersfield Brigade PDL Soccer Club), its representatives, agents, affiliates, members, directors, servants, volunteers and employees harmless for any costs incurred therein, nor any claims arising there from. The undersigned parent and/or legal guardian hereby authorizes any medical facility or medical provider to provide care for the minor participant if it is believed that the minor participant requires medical attention.

\_\_\_\_\_  
**Name of Parent/Guardian**

\_\_\_\_\_  
**Emergency Phone Number**

**Signature of Parent/Guardian (Participant is under 18)**

**Date**