

BUTLER UNIVERSITY
WAIVER AND RELEASE OF LIABILITY
RECREATIONAL FIELDS USE

Participant(s) will be participating in Dynamo FC's Practice at the Recreational Fields on the West Campus at Butler University located at 5100 Lester Ave, Indianapolis, Indiana 46208, on Monday, Tuesday, Wednesday, and Thursday evenings from August 1 - October 31, 2023, and March 1-May 31, 2024 (collectively, "Practice"). All Participants in the Practice are required to release and agree not to sue Butler University. ("Butler") and its respective trustees, officers, employees, subcontractors, and agents (collectively, the "Released Parties").

IF A PARTICIPANT IS 17 YEARS OLD OR YOUNGER, THIS RELEASE MUST BE EXECUTED BY THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN.
PLEASE READ THE FOLLOWING CAREFULLY AND SIGN BELOW:

In return for Butler permitting Participant(s) to participate in the Practice, as defined above, the undersigned, on behalf of Participant(s), and Participant's(s') heirs, executors, administrators, estate, personal representatives, family, and assigns, releases, and agrees not to sue, the Released Parties from any and all claims that may be made by Participant(s), or Participant's(s') estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of or in any way related to Participant(s)'s participation in the Practice, including, without limitation, claims caused by the ordinary negligence of any of the Released Parties, wherever, whenever, or however the damage, injury, or death may occur. The undersigned Participant and, if applicable, Parent/Guardian further agree to indemnify the Released Parties for any claims made by, or on behalf of, Participant(s) for any claim of property damage, personal injury, or wrongful death arising as a result of or in any way related to participation in the Event, including, but not limited to any personal injury, illness, or wrongful death arising from COVID-19 related exposure or illness, except as may result from the Butler's negligent or willful acts. Such indemnity extends to the costs of defending or settling a claim made against a Released Party (including, without limitation, court costs and reasonable attorneys' fees). Participant(s) understand(s) that participation in the Practice involves certain risks, including, but not limited to, those of serious injury or death. Participant's(s') participation in the Practice is voluntary with knowledge of the danger involved, and the undersigned agrees to accept and assume all risks of participation in the Practice and all related activities for Participant or on behalf of Participant(s). Butler has not undertaken to determine whether Participant(s) has/have any medical condition which may cause Participant(s) to be unfit to participate, and the undersigned acknowledges that Butler has no duty to do so. The undersigned agrees this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Indiana and agrees that if any portion of this agreement is invalid, the remainder will continue in full legal force and effect. The undersigned further agrees that any legal proceedings related to this Waiver and Release of Liability will take place in Indianapolis, Indiana.

The undersigned Participant or his/her/their parent/guardian is of legal age and is freely signing this Waiver and Release of Liability. The undersigned and, if applicable, his/her/their parent/guardian have read this Waiver and Release of Liability and understands that by signing below, Participant(s) is/are giving up legal rights and remedies.

ADULT PARTICIPANT NAME:		
--------------------------------	--	--

ADULT PARTICIPANT SIGNATURE:		
-------------------------------------	--	--

If Participant(s) are 17 years of age or younger, Parent/Guardian must complete bottom portion on behalf of minor Participant(s).

MINOR(S)/WARD(S) NAME(S): <i>(Can list up to six minors)</i>		
--	--	--

PARENT/GUARDIAN NAME:		
------------------------------	--	--

PARENT/GUARDIAN SIGNATURE:		
-----------------------------------	--	--

RELATIONSHIP TO MINOR(S):		
----------------------------------	--	--

<i>i.e. Mother, Father, Guardian</i>
