



TERMS & CONDITIONS

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

In consideration of being permitted to be present at, attend, observe, and participate in activities at the facilities of, or provided by, Westmont Yard Corporation (the "Activities") I, for myself for and for my child(ren) (collectively referred to herein as "me" "I" or "my"), personal representatives, assigns and heirs:

- Acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in them. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my health suffers, I will immediately discontinue participation, and leave if appropriate.
- Understand that it is my responsibility to comply with all posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities.
- **UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT AND OTHER RISKS AND DANGERS**, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants and bystanders; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of physical activity or being on the premises where the Activities take place; which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH** (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions and settings in which the Activities take place, or the alleged or actual **NEGLIGENCE** of the Releasees. I understand that the description and list of Risks in this Agreement is not complete, and that I will encounter Risks not described herein, known and unknown, inherent and otherwise, in connection with the Activities. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of, or in connection with, the Activities.
- **RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE RELEASEES FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ACTIVITIES, INCLUDING INJURY, ILLNESS, EMOTIONAL DISTRESS, OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES.** I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will **DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.
- I understand that these terms will apply every time I am on the premises or participate in the Activities.
- I am aware there are risks to me of exposure to, directly or indirectly, arising out of, contributed, to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to , the virus "severe

acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

- I understand that all soccer players are required to wear shin guards. I understand that if I don't wear them, I could become injured, and waive any right to sue Releasees.

MEDICAL AUTHORIZATION

- I authorize Westmont Yard Corporation, its respective owners, investors, members, managers, shareholders, staff, agents, directors, officers, volunteers, employees, landowners, subsidiaries, and affiliated companies (collectively, "Releasees") and medical care provider(s) to carry out any emergency medical transport or medical care for me, as may be necessary in their sole discretion, and agree to be fully responsible for any costs associated with such transport and care.

PHOTO CONSENT

- I do hereby authorize Westmont Yard Corporation and its assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials or team films.

REFUND POLICY

- Refunds may be requested up to 7 days before the start of a class or the registration deadline for a league.
- All deposits are non-refundable

SMS COMMUNICATION CONSENT

By providing your phone number at registration or via online account, you consent to receive SMS messages from Westmont Yard. These messages may include:

- Registration confirmations and reminders
- Program changes or cancellations
- Special offers and promotions
- Emergency notifications or closures

SMS Terms:

- Message frequency varies by activity
- Message and data rates may apply
- You may opt out at any time by replying STOP

CODE OF CONDUCT

All participants and visitors are expected to behave respectfully toward others, including staff, coaches, referees, and fellow participants. Westmont Yard reserves the right to remove any individual who:

- Displays aggressive, disrespectful, or unsafe behavior
- Damages property or endangers others
- Fails to comply with facility rules

AGREEMENT TO TERMS

By registering, attending, or participating in Westmont Yard programs, you acknowledge that:

- You have read and understood these Terms and Conditions
- You accept and agree to abide by them fully
- You are legally authorized to act on behalf of any minors included in your registration

These Terms and Conditions are subject to change without notice. The most current version will always be available at westmont.the-yard.com.

Westmont Yard Phone: 630-737-1000

Email: info@westmontyard.com

Website: westmont.the-yard.com