

Gunston Future Stars Cup  
Participation Agreement

**GUNSTON FUTURE STARS CUP - PARTICIPATION AGREEMENT**

**Club/Organization Name:** \_\_\_\_\_

**Team Name:** \_\_\_\_\_

**Gender and Age Group:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Competition Level:** \_\_\_\_\_

*(R (Recreation), J (Junior Travel/Pre-Travel) or T (Travel))*

**PARTICIPATION AGREEMENT**

Teams, by and through a team official, must acknowledge and agree to this Participation Agreement, and acknowledge and agree that each of their players (or parents/guardians of each player, if minors) has received and agreed to be bound by this Participant Agreement, at team check-in.

All players (including any guest players), coaches, and team officials that are listed on the approved Team roster (“Registrants”) must complete this Participant Agreement as a condition of entry onto the property, parking lots, amenities facilities and premises located on/at Gristmill Park, 4710 Mount Vernon Memorial Highway in Alexandria, VA, 22309 (the “Premises”) during, and participation in, the Gunston Future Stars Cup (the “Tournament” or “Activity”) and/or any practices, warm-ups, or other uses of the Premises, services or amenities related thereto (hereafter, the “Activities”).

No Team will be permitted to enter the Premises or to participate in the Activity until this Participant Agreement is signed by all Registrants (and there will be no refund for having been excluded from the Activities due to failure to submit a timely and comprehensively executed Participation Agreement).

In consideration for participation in the Activities, and the use of the Premises, property and/or services of, provided by, rented by, owned by or permitted to Gunston Soccer Club and/or any of the other Entities (as defined below), the undersigned Participant (and, if the participant is under the age of 18 or under a disability, then the Participant’s parent or guardian), (collectively, the “Participant”), hereby covenant(s) and agree(s) as follows:

**ASSUMPTION OF ALL RISK**

1. I freely acknowledge that I have or will voluntarily register the Participant to participate in the athletic activity of soccer and in the Activities covered by this Participation Agreement.
2. I acknowledge that participation in the Activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries, death, damage to property, and injury to others. This includes, without limitation, the risks of physical or emotional injury, sickness, death, property damage, falls, collisions with people and stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

Gunston Future Stars Cup  
Participation Agreement

3. I understand that such risks are inherent in the Activities and that even with precautions and safety measures, they cannot be eliminated without jeopardizing the essential qualities of the Activities.
4. I also understand and specifically acknowledge that participation in the Activities includes possible exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19, which may result in serious illness and death.
5. I understand that the Released Parties (hereafter defined) shall have no obligation to provide medical assistance in the event that any injury or illness occurs during the Activities.
6. Understanding such dangers and risks, I hereby knowingly and voluntarily choose to participate in the Activities, and if applicable I give my permission for my child to engage in the Activities described above, and (myself/my child) fully assume(s) the risk of the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES.
7. I acknowledge that this Participant Agreement applies, without limitation, to any other risks encountered before, during or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing this Participant Agreement, including, but not limited to, driving to or from the Activities, in parking lots or access areas, being present in any Premises at which the Activities are held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.
8. I represent that the Participant is in good health and that no condition of the Participant's would constrain the Participant from safely participating in the Activities. I understand that failure to provide information of any health condition that would constrain the Participant from participating could result in serious injuries or death to the Participant.
9. I agree to bear the costs of any injury or damages that the Participant may suffer while participating in any Activities.

**AUTHORIZATION FOR MEDICAL TREATMENT**

I hereby authorize Gunston Soccer Club, its employees, its volunteers, and/or any entity or person that is holding, promoting, implementing, sponsoring, conducting or operating the Activities (and/or representatives of any of any of the foregoing) (each an "Entity" and collectively the "Entities" for purposes of this Participation Agreement), to call for medical care for the Participant if, in the opinion of such personnel or the Participant's coach, the Participant needs medical attention.

**WAIVER / RELEASE OF LIABILITY**

Participant hereby knowingly and voluntarily releases and forever discharges and covenants not to sue the Entities and/or the owners, lessees, managers or licensees of the Premises, their respective affiliates, employees, coaches, instructors, assistants, officers, directors, owners, members, managers, shareholders, sponsors, advertisers, and other representatives, and the heirs, personal representatives, successors and assigns of all of them (collectively with the Entities, the "Released Parties") from:

1. ANY AND ALL ACTS OF ACTIVE OR PASSIVE NEGLIGENCE CONCERNING, RELATING TO OR ARISING OUT OF MATTERS ENCOMPASSED BY THE PARTICIPATION AGREEMENT, BY ANY ONE OR ALL OF THE RELEASED PARTIES; and
2. Any and all liabilities, claims, arbitrations, mediations, litigations, administrative action, causes of action, cases, disputes, suits, controversies, judgments, demands, or other proceedings (whether administrative, judicial, or investigative; whether in equity or at law; whether sounding in tort,

Gunston Future Stars Cup  
Participation Agreement

contract, or otherwise; whether known or unknown; and whether accrued or unaccrued) (collectively, “Disputes”), and any and all injuries, sickness, damages (consequential, incidental or otherwise), costs, expenses, fees, attorneys’ fees, and any other amounts (collectively “Losses”) arising out of or related to the Activities, the Premises, the Participant, the Participant’s use of the Premises, or the Participant’s involvement in the Tournament or the Activities, regardless of whether caused by negligence or otherwise, and any other matter or thing whatsoever arising out of or relating to this Participant Agreement, including without limitation, those based on death, physical injury, emotional injury and/or property damage.

For the avoidance of doubt, I understand and agree that this waiver and release is all-encompassing, to the broadest possible extent permitted by applicable law.

**INDEMNIFICATION**

Participant hereby agrees and shall indemnify, defend (with counsel acceptable to the Entity or Entities subject to liability) and hold harmless each and every one of the Released Parties (both jointly and severally) from and against any and all Losses. This includes, but is not limited to, any challenge by the Participant to this Participant Agreement or any provision herein.

**PUBLICITY RELEASE**

Participant hereby irrevocably grants to the entities and those acting with their authority or permission, the unrestricted right to copyright and use, re-use, publish, republish and display photographic and video images and audio of the Participant or in which the Participant may be included in connection with any activities undertaken by any entity, in whole or in part, separately or in conjunction with other photographs or video or audio, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, art, promotion, advertising, trade and/or any other purpose whatsoever, and to use the Participant’s name in connection therewith.

Participant hereby further expressly releases and waives any Dispute, Losses, license, royalty and/or any other right to any form of payment the Participant may otherwise have based on Disputes as to the rights of privacy, publicity, notoriety and/or any other rights arising out of or relating to any use by any entity or those acting with their authority or permission of the Participant’s name, likeness or appearance.

**MISCELLANEOUS PROVISIONS**

This Participant Agreement shall be enforced and interpreted under the laws of the Commonwealth of Virginia, without regard for the conflict-of-law or choice-of-law principles thereof.

The Participant hereby consents to the exclusive jurisdiction and venue of courts that are located in the Commonwealth of Virginia for any Disputes or Losses arising out of, concerning, or related in any way to this Participant Agreement, or any matter concerning, related to, or arising therefrom.

Should a court of competent jurisdiction determine that any clause, provision or phrase in this Participation Agreement to be illegal or unenforceable, then the language of that clause, provision or phrase shall be deemed to have been amended to the smallest degree necessary to render it valid and enforceable. The remainder of this Participant Agreement shall remain intact, and shall in no way be affected.

Gunston Future Stars Cup  
Participation Agreement

PARTICIPANT EXPRESSLY AGREES THAT THE ASSUMPTION OF RISK, RELEASES, WAIVERS, INDEMNIFICATION, AND OTHER OBLIGATIONS CONTAINED HEREIN ARE INTENDED TO BE COMPLETE, UNCONDITIONAL AND AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA (OR ANY OTHER JURISDICTION THAT A COURT OF COMPETENT JURISDICTION AND VENUE SHALL DETERMINE TO APPLY TO THIS PARTICIPATION AGREEMENT).

A FAXED, SCANNED OR ELECTRONIC SIGNATURE SHALL BE BINDING IN LIEU OF THE ORIGINAL.

THIS PARTICIPANT AGREEMENT IS EFFECTIVE FROM THE DATE OF SIGNATURE. IT APPLIES TO ALL ACTIVITIES OF THE ENTITIES THAT THE PARTICIPANT ATTENDS OR PARTICIPATES IN AT ANY TIME IN THE FUTURE, AND SHALL SURVIVE FOR THE LIFETIME OF THE PARTICIPANT.

HOWEVER, IF PARTICIPANT IS A MINOR, then IT MUST BE RESUBMITTED (1) UPON THE PARTICIPANT TURNING 18, OR (2) IF THE GUARDIAN OF THE PARTICIPANT CHANGES.

PARTICIPANT WAIVES TRIAL BY JURY IN ANY ACTION, DISPUTE OR PROCEEDING CONCERNING, ARISING OUT OF OR RELATED TO THIS PARTICIPANT AGREEMENT.

The term "Entity" or "Entities" means in each case, individually and collectively, the following and all of their affiliates, parents, subsidiaries, and trade names, and the successors and assigns of all of them, whether or not expressly set forth by name herein, as may exist from time to time: (a) Gunston Soccer Club; and (b) any individual or third party that Gunston Soccer Club engages, or who works for or volunteers for Gunston Soccer Club, to promote, implement, or execute the Activity or Activities covered by this Participation Agreement.

The Participation Agreement is binding on the Participant and, as applicable, the Participant's minor parent or guardian, and is binding on any heirs, successors, guardians, legal representatives, and/or assigns thereof.

All introductory statements are incorporated into this Participant Agreement.

**CERTIFICATIONS, IDENTIFICATIONS, AND SIGNATURES**

The signature pages that follow must (i) identify each Participant(s) for the identified team; (ii) provide the requested information in the signature block; and (iii) include the Participant's signature (or, if the Participant will be under the age of 18 at the time of the Activity, or is subject to any form of guardianship, then the signature of the Participant's parent or guardian, on behalf of the Participant and the executing individual).

1. For Participants of majority age and/or Participants who are not subject to guardianship (such as coaches, team managers and other team officials), I, the undersigned, certify that I have read this participant agreement in its entirety and fully
  - a. I, THE UNDERSIGNED, HAVE READ THIS PARTICIPANT AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND

Gunston Future Stars Cup  
Participation Agreement

THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, ACKNOWLEDGE THAT I HAVE RECEIVED A BENEFIT IN RETURN.

- b. I HEREBY SIGN BELOW FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AGREEING FULLY TO THE PARTICIPATION AGREEMENT'S TERMS.
  - c. Among other things, I understand that I am required to to indemnify and hold harmless the Released Parties for any and all Losses incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.
2. For Participants who will be under the age of 18 at the time of activity, or who are otherwise subject to guardianship:
- a. I, as parent/guardian, with legal responsibility for the Participant/athlete, have read and explained the provisions in this Participant Agreement to my child/ward, including the risks of presence and participation in the Activities and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases.
  - b. My child/ward understands and accepts these risks and responsibilities.
  - c. I, for myself, my spouse, and child/ward do consent and agree to this Participant Agreement, and myself, my spouse, and child/ward do release and agree to the terms and conditions of this Participant Agreement including, but not limited to, to indemnify and hold harmless the Released Parties for any and all Losses incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.
  - d. I, THE UNDERSIGNED, ON BEHALF OF MYSELF AND MY PARTICIPATING MINOR CHILDREN OR PARTICIPATING INDIVIDUALS FOR WHOM I AM THE LEGAL GUARDIAN, HAVE READ THIS PARTICIPANT AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE RECEIVED A BENEFIT IN RETURN, AND HEREBY SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AGREEING FULLY TO ITS TERMS.

**By/For Athlete Participant #1**

**Athlete's Printed Name:** \_\_\_\_\_

**Birthdate of Athlete:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Gunston Future Stars Cup  
Participation Agreement

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_  
Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #2**

Athlete's Printed Name: \_\_\_\_\_  
Birthdate of Athlete: \_\_\_\_\_  
Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_  
Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #3**

Athlete's Printed Name: \_\_\_\_\_  
Birthdate of Athlete: \_\_\_\_\_  
Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_  
Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #4**

Athlete's Printed Name: \_\_\_\_\_  
Birthdate of Athlete: \_\_\_\_\_  
Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_  
Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #5**

Athlete's Printed Name: \_\_\_\_\_  
Birthdate of Athlete: \_\_\_\_\_  
Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_  
Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

Gunston Future Stars Cup  
Participation Agreement

**By/For Athlete Participant #6**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #7**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #8**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #9**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #10**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Gunston Future Stars Cup  
Participation Agreement

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #11**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #12**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #13**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Role ("P" for "parent," "G" for "guardian"): \_\_\_\_\_

**By/For Athlete Participant #14**

Athlete's Printed Name: \_\_\_\_\_

Birthdate of Athlete: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Signatory (if signing on behalf of minor/ward): \_\_\_\_\_

Gunston Future Stars Cup  
Participation Agreement

Role (“P” for “parent,” “G” for “guardian”): \_\_\_\_\_

**By/For Team Official Participant #1**

Team Official’s Printed Name: \_\_\_\_\_

Signature of Participant Team Official: \_\_\_\_\_

Role (“M” for “manager,” “C” for “coach,” “T/O” for “other team official”): \_\_\_\_\_

**By/For Team Official Participant #2**

Team Official’s Printed Name: \_\_\_\_\_

Signature of Participant Team Official: \_\_\_\_\_

Role (“M” for “manager,” “C” for “coach,” “T/O” for “other team official”): \_\_\_\_\_

**By/For Team Official Participant #3**

Team Official’s Printed Name: \_\_\_\_\_

Signature of Participant Team Official: \_\_\_\_\_

Role (“M” for “manager,” “C” for “coach,” “T/O” for “other team official”): \_\_\_\_\_

**POLICIES CHECKLIST AND COACH/TEAM OFFICIAL CERTIFICATION**

I, the undersigned, hereby certify that as a rostered coach, manager, or other team official, I have read and understand the following documents and policies as they pertain to the Activities. For reference, the full policy of any referenced document can be located on the Tournament website:

1. **PARTICIPATION AGREEMENT in its entirety, including all subparts and provisions thereof (e.g., the Waiver of Liability, Indemnification, Assumption of the Risk, Authorization to Contact Emergency Medical Assistance, and Publicity Release Forms).** By signing below, I not only agree to be bound by each provision and subpart of the Participation Agreement, but I certify that each person on this team who will be participating in the Activities to which the Participant Agreement applies (or if applicable their parent or guardian) has been provided with a copy of the Participant Agreement and has signed at the end of it, agreeing to be bound by all terms.
2. **TOURNAMENT RULES.** Failure to abide by the Tournament Rules, including but not limited to parking policies, player eligibility of your approved tournament roster, personal and team conduct, and forfeits may result in your team’s removal from the Activity, and/or eligibility for future tournaments.
3. **TEAM MEDICAL RELEASE CONFIRMATION.** I certify that a team official is in possession of a current Medical Release Waiver form for each player (including guest players) on this team who will be playing in this tournament, and that each such Medical Release Waiver is signed by the relevant player’s parent and/or guardian.

Gunston Future Stars Cup  
Participation Agreement

4. **SCOREKEEPING.** Team official(s) will verbally verify the score and disciplinary actions of the game card with a tournament official after each game. Failure to verbally verify the game card before leaving the field will result in the score and disciplinary actions being considered final.

I further agree to indemnify and hold harmless the Released Parties from any Losses as a result of the failure of this Certification to be true, or the failure of any head coach or team official to obtain valid signatures of each player (or a parent or guardian of each minor player)..

**Head Coach Printed Name:** \_\_\_\_\_

**Head Coach Signature:** \_\_\_\_\_

**Team Contact/ Manager Printed Name:** \_\_\_\_\_

**Team Contact/ Manager Signature:** \_\_\_\_\_