

ADAPTIVE SOCCER PLAYER PARTICIPATION AGREEMENT

Assumption of Risk, Waiver and Release of Liability, Medical Authorization

How this document works: This Agreement is presented to all parents and legal guardians as part of the Cupertino FC Adaptive Soccer player registration form at cupertinofc.org. By checking the agreement box on the registration form, you confirm that you have read this document in its entirety and agree to all terms below. The player information, emergency contact details, medical and behavioral information, and other details you provide on the registration form are incorporated into this Agreement by reference.

SECTION 1: PROGRAM DESCRIPTION

Cupertino Sports and Education Inc., d/b/a Cupertino FC ("Cupertino FC"), operates an Adaptive Soccer program (the "Program") as part of the US Youth Soccer TOPSoccer network. The Program is a free, community-based soccer program designed for players ages 5-20 of all ability levels, including players with physical, intellectual, developmental, and sensory differences. The Program uses modified activities, trained volunteer buddies (typically in a 1:1 ratio), and professional coaching staff in a sensory-aware environment. Sessions are held at public park facilities in Cupertino, California.

SECTION 2: ASSUMPTION OF RISK

I, the undersigned parent or legal guardian ("Parent") of the player identified on the registration form ("Player"), acknowledge and understand that participation in soccer activities, including adaptive and modified activities ("Activities"), involves inherent risks that cannot be eliminated regardless of the care taken to avoid them.

These risks include, but are not limited to: physical contact with other participants, volunteers, or coaches; falls on natural or artificial turf surfaces; muscle strains, sprains, or tears; ligament and tendon injuries; bone fractures and joint dislocations; concussion and other head injuries; heat-related illness; cardiac events; dental and eye injuries; dehydration; sensory overload or emotional distress; and in rare cases, catastrophic injury including paralysis or death. These risks may result from the actions, inactions, or negligence of the Player, other participants, coaches, volunteers, or other persons present at the Activity, or may result from field conditions, weather, equipment, or other environmental factors.

I further acknowledge that the Program is staffed in part by volunteer buddies who, while trained, are not licensed medical professionals, therapists, or special education specialists. The Program is a recreational soccer experience and is not a therapeutic, medical, or educational service.

I have read and understand the above. On behalf of myself, I knowingly and voluntarily assume all risks inherent in Player's participation in the Activities, whether described above or not, to the fullest extent permitted by California law.

SECTION 3: WAIVER AND RELEASE OF LIABILITY

In consideration of Player being permitted to participate in the Activities at no charge, I, on behalf of myself and my own heirs, assigns, personal representatives, and next of kin, hereby release, waive, discharge, and covenant not to sue Cupertino Sports and Education Inc. (d/b/a Cupertino FC), and its officers, directors, board members, coaches, trainers, volunteer buddies, volunteers, agents, employees, and other personnel acting on its behalf, as well as any owners, operators, lessors, or managers of facilities used for the Activities, and each of their respective officers, directors, agents, employees, successors, and assigns (collectively, "Released Parties"), from any and all claims, demands, causes of action, damages, costs, expenses, and liability of any kind arising out of or related to Player's participation in the Activities, including but not limited to claims arising from the negligence of the Released Parties, to the fullest extent permitted by California law.

I understand that this release applies to my own claims as Parent, including but not limited to claims for medical expenses, loss of consortium, and any other damages I may personally incur.

SECTION 4: INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Released Parties from any and all claims, demands, causes of action, damages, judgments, costs, and expenses, including reasonable attorney's fees, that are brought by or on behalf of Player, or by any third party, arising out of or related to Player's participation in the Activities, to the fullest extent permitted by California law.

SECTION 5: EMERGENCY MEDICAL AUTHORIZATION

I authorize Cupertino FC and its coaches, volunteer buddies, and other authorized representatives to obtain or provide emergency medical care, first aid, or emergency medical transportation for Player in the event of injury, illness, or medical emergency during or

related to the Activities, if I cannot be reached in a timely manner. I understand that Cupertino FC does not employ medical professionals at Adaptive Soccer sessions and that any emergency care provided will be basic first aid or a call to emergency services (911). I agree to be responsible for all costs of medical treatment and transportation provided to Player. I represent that I have disclosed on the registration form all known medical conditions, allergies, medications, behavioral considerations, and other information that may be relevant to Player's safe participation or emergency medical care. I understand that this information will be shared only with the coaching staff and the volunteer buddy assigned to my child, and only to the extent necessary to support Player's participation and safety.

SECTION 6: CONCUSSION AND SUDDEN CARDIAC ARREST ACKNOWLEDGMENT

Pursuant to California Health and Safety Code Section 124235: Concussion and Head Injury. I have been provided with, or been given access to, concussion and head injury information as referenced in the CDC "Heads Up" materials or an equivalent information sheet. I understand that an athlete suspected of sustaining a concussion or head injury will be immediately removed from the Activity for the remainder of the day and will not be permitted to return until evaluated by and receiving written clearance from a licensed health care provider. If a concussion is diagnosed, the athlete must complete a graduated return-to-play protocol of not less than seven (7) days under a licensed health care provider's supervision.

Sudden Cardiac Arrest. I have been provided with, or been given access to, sudden cardiac arrest (SCA) information. I understand that an athlete who faints, passes out, or is suspected of experiencing a cardiac event will be immediately removed from the Activity and will not be permitted to return until evaluated by and receiving written clearance from a licensed health care provider.

SECTION 7: BEHAVIORAL AND MEDICAL INFORMATION CONSENT

I understand that the registration form includes optional fields where I may share information about Player's diagnosis, behavioral patterns, sensory sensitivities, communication style, triggers, and preferences. Providing this information is voluntary but strongly encouraged so that Cupertino FC can provide the best possible experience for my child.

I consent to this information being shared with the Adaptive Soccer coaching staff and the specific volunteer buddy assigned to my child, solely for the purpose of supporting Player's safe and positive participation. This information will not be shared publicly, posted online, or disclosed to any third party outside of the Cupertino FC Adaptive Soccer program staff without my written consent.

SECTION 8: PARENT PRESENCE AND EARLY DEPARTURE

I understand that parents and guardians are welcome and encouraged to remain on-site during sessions. Player may take breaks, leave the activity area, or depart early at any time. If I will not be present on-site, I will ensure that the emergency contact designated on the registration form is reachable by phone during the session.

SECTION 9: GENERAL PROVISIONS

Governing Law. This Agreement shall be governed by the laws of the State of California. **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect. **Entirety.** This Agreement constitutes the entire agreement between the parties as it relates to Adaptive Soccer participation. **Voluntary Execution.** By checking the agreement box on the registration form, I confirm that I have read this Agreement in its entirety, understand its terms, and understand that I am giving up substantial legal rights. I represent that I am the parent or legal guardian of the Player and have the legal authority to enter into this Agreement on my own behalf.

This document was last updated 3/15/26. The current version is always available at cupertinofc.org/adaptive-player-agreement.