

# TRYOUT 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 tryout registration form at [cupertinofc.org](http://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, and medical information you provide on the registration form are incorporated into this Agreement by reference.*

## SECTION 1: ASSUMPTION OF RISK

I, the undersigned parent or legal guardian ("Parent") of the player identified on the tryout registration form, a minor ("Player"), acknowledge and understand that participation in soccer tryouts and related athletic activities ("Activities") organized by Cupertino Sports and Education Inc., d/b/a Cupertino FC ("Cupertino FC"), 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; 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 injuries; eye injuries; dehydration; 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, or other persons present at the Activity, or may result from field conditions, weather, or other environmental factors.

**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 2: WAIVER AND RELEASE OF LIABILITY

In consideration of Player being permitted to participate in the Activities, 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, 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 3: 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 4: EMERGENCY MEDICAL AUTHORIZATION

I authorize Cupertino FC and its coaches, volunteers, officers, 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 tryouts 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, or medications that may be relevant to Player's participation or emergency medical care.

## SECTION 5: 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 provided by Cupertino FC. I understand that an athlete who is suspected of sustaining a concussion or other head injury during an Activity will be immediately removed from the Activity for the remainder of the day and will not be permitted to return to any athletic activity until the athlete is evaluated by and receives 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 the supervision of a licensed health care provider. **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 during an Activity 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 trained in the evaluation and management of cardiac conditions. I agree to review these information materials with my child.

## SECTION 6: GENERAL PROVISIONS

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

**Entirety.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof as it relates to tryout participation. It does not replace any separate agreements required for team registration, league registration (NorCal/CalNorth), or camp and recreational program registration.

**Voluntary Execution.** By checking the agreement box on the Cupertino FC tryout registration form, I confirm that I have read this Agreement in its entirety, I understand its terms, and I understand that I am giving up substantial legal rights, including the right to sue the Released Parties for my own claims. I confirm this Agreement voluntarily and without coercion. I represent and warrant that I am the parent or legal guardian of the Player identified on the registration form and that I have the legal authority to enter into this Agreement on my own behalf.

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*This document was last updated 3/12/26. Cupertino FC reserves the right to update this Agreement. The current version will always be available at [cupertinofc.org/resources/tryout-agreement](https://cupertinofc.org/resources/tryout-agreement).*