

EXHIBIT B

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

Please read carefully and fill in all blanks before initialing and signing where indicated.

_____, (the "Participant" or the "undersigned,") desires to sign this Release of Liability and Waiver of Rights ("Release and Waiver") to participate in soccer or sporting activities at the facility located at _____ (collectively, the "Activity"). If the Participant is a minor, the "undersigned" shall include the Participant's parents or other legal guardian signing below. The undersigned hereby irrevocably and unconditionally agrees for his or herself and his or her personal representatives, heirs, next-of-kin, insurers, successors and assigns, as follows:

- 1. REPRESENTATIONS OF PARTICIPANT.** The undersigned hereby affirms that the Participant is in good health and in proper physical condition, and the Participant does not have any medical or other conditions that would impair his or her ability to participate in the Activity. If at any time the undersigned believe conditions to be unsafe or that the Participant is no longer in proper physical condition to participate in the Activity, the undersigned will immediately discontinue, or cause the Participant to discontinue, further participation in the Activity.
- 2. ASSUMPTION OF RISK.** The Participant's choice to participate in the Activity is knowing, voluntary, and made for his or her personal enjoyment. The Participant's participation in the Activity involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from the Participant's actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of equipment or the facility. Further, there may be other risks not known to the undersigned and/or Participant or reasonably foreseeable at this time. The undersigned understands and has considered the risks involved, and voluntarily and freely chooses to assume these risks for himself or herself or voluntarily and freely chooses to assume these risks for the Participant.
- 3. RELEASE FROM LIABILITY.** The undersigned fully and forever releases and discharges West River Soccer Partners LLC, TOCA Football, Inc. and their respective affiliates, directors, officers, shareholders, members, managers, employees, agents, and insurers, and all others involved in the Activity (collectively referred to in this Release and Waiver as "Sponsors") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to the Participant, the Participant's property, or any other person, directly or indirectly arising out of or in connection with the Participant's participation in the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsors. The undersigned specifically acknowledges and agrees that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations, and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO THE UNDERSIGNED UNDER APPLICABLE LAW. THIS RELEASE AND WAIVER SHALL BE CONSTRUED AND INTERPRETED AS BROADLY AS POSSIBLE UNDER THE LAWS OF THE STATE OF WASHINGTON. THE UNDERSIGNED HAS READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT THE UNDERSIGNED IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAS SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO THE UNDERSIGNED.
- 4. INDEMNITY.** The undersigned will defend, indemnify, hold harmless and reimburse Sponsors from and for all damages, losses, costs, or expenses (including legal fees) incurred by Sponsors or paid by them to any person (including the undersigned or the undersigned's insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with the Participant's participation in the Activity. The undersigned will reimburse Sponsors if anyone makes a claim against Sponsors in connection with the Participant's participation in the Activity, including, without limitation, any accident the Participant may be involved in or any injury, loss, damage to the Participant, other parties or property however caused.
- 5. COVENANT NOT TO SUE.** The undersigned will not initiate any claim, lawsuit, court action or other legal proceeding or demand against Sponsors, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by the Participant, other parties or the Participant's (or others') property in connection with the Participant's participation in the Activity, and the undersigned waive any right the undersigned may have to do so. This means that the undersigned cannot sue to hold Sponsors responsible for any injury, loss, or damage sustained by

the Participant, other parties or the Participant's (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsors. The undersigned waives his or her insurers' right, if any, to make a claim against Sponsors based on payments by insurers to the undersigned or on the undersigned's behalf for any reason. This means the undersigned's insurers, if any, have no rights of subrogation against Sponsors.

6. **BINDING EFFECT.** This Release and Waiver shall be binding upon and enforceable against the undersigned, the undersigned's personal representatives, spouse, assigns, heirs and next of kin without limitation. It is the undersigned's desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by the laws of the State of Washington. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between Sponsors and the undersigned and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SPONSORS.

PARTICIPANT/UNDERSIGNED

Signature: _____

Date: _____

Printed Name: _____