

## **NFL-JPD PROGRAM – GIRLS FOOTBALL CLINIC 2009**

### **AGREEMENT TO WAIVER OF CLAIMS AND LIABILITY RELEASE**

In consideration of acceptance as a Participant in the NFL Junior Player Development Player Program (hereafter the “Program”), the undersigned Participant (hereafter “Participant”) and Participant’s parent(s) or legal guardian(s) agree to the following Waiver of Claims and Liability Release (hereafter the “Waiver and Release”), which will cover events occurring from the time the Participant commences participation in the Program until the termination of participation therein.

#### **WAIVER OF CLAIMS AND LIABILITY RELEASE**

It is the intent of the undersigned Participant and Participant’s parents or legal guardians to release, the NFL Youth Football Fund, NFL Properties LLC, NFL Ventures L.P., the National Football League (the “NFL”), its member clubs and each of their respective affiliates, subsidiaries, officers, directors, agents, sponsors, and employees (the “NFL Entities”) collectively from any claims or liability to the fullest extent possible under the law, and to advance that intent the undersigned hereby agrees as follows:

1. WE UNDERSTAND AND HEREBY ACKNOWLEDGE THAT THE GAME OF FOOTBALL IS A FULL-BODY CONTACT SPORT THAT PRESENTS THE INHERENT RISK OF SERIOUS BODILY INJURY, AND OUR WAIVER AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLY TO ANY BODILY INJURY, DAMAGE, OR ACCIDENT THAT MAY BE SUFFERED BY PARTICIPANT OR OTHERS RESULTING FROM THE PARTICIPANT’S PARTICIPATION IN THE GAME OF FOOTBALL IN CONNECTION WITH THE PROGRAM.

2. **We the undersigned, as a Participant in and the parents or legal guardians of a Participant in the Program, hereby waive and renounce any claims against the NFL Entities**, or any other person participating in the Program, including without limitation any claims based on negligence, for any injury to the Participant or others, loss damage, sickness, accident, delay, or expenses of any kind whatsoever resulting from the Participant’s participation in the Program.

3. We also agree to hold harmless the NFL Entities from any and all claims arising out of the equipment or uniform supplied to Participant for use in the Program, or the equipment or other materials used by Program staff in implementing the Program.

4. We understand and acknowledge that the NFL Entities do not guarantee the security or safety of Program sites, of the areas adjacent to and surrounding Program sites, or of any areas Participants may traverse on their way to or from program sites. We release the NFL Entities from any and all claims arising out of accidents or events caused by a Participant or third parties not associated with the Program, which incidents could occur on Program sites, in areas adjacent to or surrounding Program sites, or in areas traversed by Participants traveling to our Program sites. We further release the NFL Entities from liability for any damage or injury that may occur as a result of the surface or condition of the Program site itself (e.g. the football playing field), or the condition of facilities or equipment used at the site.

5. We recognize that the Participant must obey the instructions of coaches, their assistants, and any other program staff, and we have instructed the Participant to obey said coaches and other Program staff. We understand and acknowledge that the Program staff and NFL Entities reserve the right to terminate the participation in the Program of any Participant whose conduct may be considered by the NFL Entities, in their sole discretion, to be detrimental to or incompatible with the interests and security of the Program or the NFL. In the event of any such action by the NFL Entities, we understand and acknowledge that we will have no right to any compensation or damages from the NFL Entities.

6. We represent and confirm that the Participant has undergone, or will undergo prior to commencement of his participation in the Program, a full and comprehensive physical examination administered by a Board-certified physician who will supply to the NFL or its designated representative a letter certifying, on the basis of aforementioned physical examination, that the Participant is physically fit to play the game of full-contact football and otherwise to participate in the Program. We further confirm that we have executed, or will execute prior to commencement of the Participant’s participation in the Program, the “medical history” form provided to the Participant at the time of his registration for the Program, and we will return the executed medical history form to the NFL or its designated representative.

\*Information required is mandatory (all fields must be complete)

7. We further understand that should any medical services be provided or made available to the Participant in connection with his participation in the Program, the provision or availability of which the NFL does not sponsor or guarantee, the NFL does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the NFL Entities be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. We also understand that the NFL Entities cannot be held liable for any other services provided in connection with the Program, including without limitation any coaching, counseling, transportation, or security services.

8. We hereby grant the NFL Youth Football Fund the right to use the name, image, likeness, photograph, and biographical material pertaining to the Participant throughout the world in any and all media, now known or hereby created, in connection with promoting or publicizing the Program or any other endeavor.

9. If any portion of this Waiver and Release is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, we hereby agree that such determination shall not affect the balance of this Waiver and Release, but this Waiver and Release shall remain in full force and effect, as such invalid portion shall be deemed severable.

10. **(For California Residents Only)** I hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. I am aware that said Section 1542 of the Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Full name of Parent or Guardian (First and last name)

\_\_\_\_\_  
Signature of Parent or Guardian

Relationship to Participant

Full name of Participant (First and last name)

\_\_\_\_\_  
Signature of Participant

Date

Address

City/State

Zip

Home Phone Number

Age as of December 31, 2008

Birthdate

Email Address

Participant's Current School

High School Participant plans to attend

**MAIL COMPLETED FORM TO:** NY Sharks, c/o Leslie Dock, 205 West 103<sup>rd</sup> Street, #5C, NY, NY 10025

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