



RELEASE OF LIABILITY AND WAIVER OF RIGHTS

SCHOOL: _____

STUDENT NAME: _____ AGE: _____

PARENT/GUARDIAN NAME: _____

ADDRESS: _____ CITY: _____ ZIP: _____

HOME/CELL PHONE: _____ PARENT WORK PHONE: _____

1. I desire for my child to participate in the 2024 Victory Sports Foundation Annual Passing and Big Man Tournament (the “Activities”), including, without limitation, to participate in competitive football activities; otherwise enter any area where the Activities take place; or to observe or otherwise participate in or in any other way be involved for any purpose with the Activities. In consideration of my child being allowed to participate in the Activities, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this “Release and Waiver”) on behalf of my child.

I specifically waive, release, and forever discharge Victory Sports Foundation, including its board members, officers, agents, employees, volunteers, sponsors, vendors, attorneys, and representatives (“collectively, the “Releasees”) from any and all liability for injuries or damages resulting from my child’s participation in the Activities. This release and discharge specifically includes:

(a) Liability that might arise from the actual or alleged negligence by the Releasees.

(b) Liability that might arise from my child’s use of the equipment and facilities of the Releasees. This includes, but is not limited to, injury that might result from my child’s improper use of equipment, hazardous conditions, or defects in any equipment.

(c) Liability that might arise as a result of the conduct or property of people other than the Releasees. This includes, but is not limited to, injuries caused by other participants in the Activities, injuries caused by stationary objects, and injuries caused by hazardous conditions on property owned or managed by people or entities other than the Releasees.

2. I hereby expressly assert and agree that I have legal authority to sign this Release and Waiver on behalf of my child and on behalf of any other legal guardian of my child. This Release and Waiver shall be binding upon and enforceable against me as the legal guardian of my child and any other guardians of my child, personal representatives, my spouse, assigns, heirs, and next of kin without limitation. It is my 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 applicable law. 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. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between the Releasees and me on behalf of my child participant and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

3. I understand and am aware that strength, flexibility, and aerobic exercise are potentially hazardous activities. I also understand that fitness activities involve risk of injury or even death, and that I am voluntarily allowing

my child to participate in the Activities with knowledge of the dangers involved. On behalf of my child, I hereby agree to expressly assume and accept any and all risks of injury or death.

4. I further declare my child to be physically sound and not to be suffering from any condition, impairment, disease, infirmity, or other illness that might prevent or hinder participation in the Activities. I acknowledge that I have been informed of the advisability of a physician's approval for my child's participation in the Activities. I acknowledge that: (a) my child has undergone a physical examination and has been given his or her physician's permission to participate in the Activities, or (b) I have decided to allow my child to participate in one or more of the Activities without an examination or without the approval of his or her physician. In the event of (b), I understand that my child might suffer from an unknown or undiagnosed condition that might cause injury or death. I understand and accept this risk and absolve the Releasees of all responsibility and liability from such injuries. I acknowledge and agree that if at any time I believe conditions to be unsafe or that my child is no longer in proper physical condition to participate in the Activities, I will immediately discontinue further participation by my child in the Activities. I also acknowledge that the Releasees recommend that my child wear protective equipment, such as helmets, mouth guards, protective eyewear, etc. during the Activities.

5. I will defend, indemnify, hold harmless and reimburse the Releasees from and for all damages, losses, costs, or expenses (including legal fees) incurred by the Releasees or paid by them to any person (including me or my insurers) with respect to any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my child's participation in the Activities. I will reimburse the Releasees if anyone makes a claim against any Releasee in connection with my child's participation in the Activities, including, without limitation, any accident my child may be involved in or any injury, loss, or damage however caused.

6. I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against any of the Releasees, 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 my child, other parties, or my child's (or others') property in connection with my child's participation in the Activities, even if it is due to the negligence, injudicious act, omission, or other fault of the Releasees. I waive my insurers' right to make a claim against the Releasees based on payments by insurers to me on behalf of my child or on my behalf for any reason. This means my insurers have no rights of subrogation against the Releasees.

7. On behalf of my child, I hereby consent for my child to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my child's participation in the Activities and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

8. I hereby grant the Releasees, without limitation, the right to use my child's name and likeness in connection with the Activities for any publicity without further compensation or permission.

I HAVE READ THIS RELEASE AND WAIVER, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF MY CHILD BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE AND WAIVER FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME. BY SIGNING BELOW, I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF RELEASEES IN ALLOWING MY CHILD TO PARTICIPATE IN THE ACTIVITIES, AS DEFINED ABOVE.

Accepted and approved for myself and on behalf of my child named above.

Parent/Guardian Signature: _____ Date: _____

Coach Signature: _____ Date: _____