

AGREEMENT TO WAIVER OF CLAIMS AND LIABILITY RELEASE

In consideration of his acceptant as a Participant in the NYFL 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 his participation in the Program until the termination of his participation therein.

WAIVER OF CLAIMS AND LIABILITY RELEASE

It is the intent of the undersigned Participant and his parents or legal guardians to release the NYFL and its agents and employees 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 NYFL, NYFL Properties, LLC, its member professional football clubs ("Member Clubs"), their employees, sub-contractor, sponsors, agents, and affiliates, 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 NYFL and its agents and employees 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 NYFL and its agents and employees 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 NYFL and its agents and employees 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 NYFL and its agents or employees 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 NYFL reserve the right to terminate the participation in the Program of any Participant whose conduct may be considered by the NYFL, in its sole discretion, to be detrimental to or incompatible with the interests and security of the Program or

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

the NYFL. In the event of any such action by the NYFL, we understand and acknowledge that we will have no right to any compensation or damages from the NYFL, its agents or employees.

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 NYFL 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 NYFL or its designated representative.

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 NYFL does not sponsor or guarantee, the NYFL does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the NYFL 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 NYFL 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 NYFL the right to use the name, image, likeness, photograph, and biographical material pertaining to the Participant throughout the world in any and all media 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 judgement 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.

Participant's Name _____

Participant's Address (Street – Apt # (if necessary) – City – State – Zip Code)

() _____
Telephone number of Participant

Participant's Birth date _____

Participant's E-mail Address _____

Participant's Current School _____ / High School that participant plans on attending

Signature of Participant _____ Full name of Participant _____ Date _____

Signature of Parent or guardian _____ Full name of Parent / Relationship or Guardian _____ Date _____

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