



**2019 FUNDamentals CLINIC
RELEASE AND WAIVER OF LIABILITY**

This Release is by the party signing below, being of lawful age (or, in the case of a minor, through his/her parent or guardian) (herein referred to as "Releasor") and is given to the licensee operating the USA Football FUNDamentals Clinic (the "Licensee" and the "Event", respectively), USA Football, Inc., a not for profit 501(c)(3) corporation ("USAFB"), Heads Up Football LLC, USA Football Foundation, Inc., the National Football League ("NFL"), its member professional football teams and clubs, the NFL Foundation, NFL Properties, LLC, NFL Ventures, L.P., the owners and operators of the facility at which the Event is being held, and each of their respective subsidiaries, affiliates, divisions, officers, agents, board members, employees, staff, sponsors, legal representatives, administrators, assigns, heirs, executors, those for whom USAFB is acting and those acting with USAFB's authority and permission (collectively as "Releasees"), in consideration for being permitted to participate in the Event. Releasor agrees as follows:

1. **RELEASE OF ALL CLAIMS.** Releasor hereby releases and discharges Releasees from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or at law, whether caused in whole or in part by the Releasees or any other person or thing at the Event while Releasor is present, which the Releasor or his/her child or ward, family, estate, heirs, representatives, executors, administrators, successors or assigns (collectively, "Related Parties") may have, whether known or unknown, suspected, asserted or not asserted, arising out of participation by the Releasor or his/her child or ward in the Event, and agrees that Releasees are not responsible for any of the foregoing arising out of the Event, even if caused by their ordinary negligence. The Releasor understands, acknowledges and accepts that this Release and Waiver is intended to be binding on the Releasor and anyone related to Releasor.
2. **RISKS ACCEPTED; MEDICAL TREATMENT.** The Releasor further understands, acknowledges and accepts that participation in the Event involves certain inherent risks, including, but not limited to, property damage, economic loss and serious bodily injury (including death), and agrees that the Releasor or his/her child or ward is voluntarily participating in the Event with full knowledge of the risks involved and accepts all risks of participation. The Releasor declares that Releasor or his/her child or ward is physically fit and has the requisite skill level to participate in the Event. The Releasor authorizes the Releasees and/or a party designated by the Releasees to provide medical treatment to the Releasor or his/her child or ward, at the Releasor's cost, should the need arise. The Releasor understands, acknowledges and accepts that he or she must provide his/her own medical insurance for Releasor or his/her child or ward.
3. **GRANT OF PUBLICITY RIGHTS.** The Releasor further grants the Releasees the right, but does not otherwise impose the obligation, to photograph, videotape and/or otherwise use the Releasor and/or his or her child or ward's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials, free of charge without reservation or limitation.
4. **MISCELLANEOUS.** The Releasor understands, acknowledges and accepts that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Indiana and agrees that if any portion of this Release is invalid, the remainder will continue in full legal force and effect. For that reason, to the extent applicable, Releasor hereby waive(s) any and all rights or benefits that Releasor and/or his/her child or ward, may have under the terms of California Civil Code section 1542 which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in (his/her) favor at the time of executing the release, which, if known by (him/her), might have materially affected (his/her) settlement with the debtor.”

Notwithstanding the foregoing, (but without limiting either party’s right to seek injunctive or other equitable relief immediately, at any time, in any court of competent jurisdiction), any disputes arising with respect to participation in the Event shall be settled by arbitration in accordance with the rules and procedures of the Judicial Arbitration and Mediation Services, Inc. (“JAMS”). The arbitrator shall be selected by joint agreement of the parties. In the event the parties cannot agree on an arbitrator within thirty (30) days of the initiating party providing the other party with written notice that it plans to seek arbitration, an arbitrator shall be appointed by JAMS in accordance with its rules. The written decision of the arbitrator shall be final and binding on the parties and enforceable in any court. The arbitration proceeding shall take place in Indianapolis, Indiana. RELEASOR ALSO AGREES TO RESOLVE DISPUTES ONLY ON AN INDIVIDUAL BASIS, AND AGREE NOT TO BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT ALLOWED.

This Release may be accepted by digital signature and/or transmission. The effectiveness of any such acceptance shall have the same force and effect as manually-signed originals and shall be binding on all parties to this Release.

I HAVE READ THE ABOVE RELEASE, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THE RIGHTS GRANTED BY ACCEPTANCE. RELEASOR SIGNS THIS RELEASE FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT OR COERCION.

Participant Name *(please print)*: _____

Signature *(parent/guardian if minor participant)*: _____ **Date**: _____

Address: _____

City: _____ **State**: _____ **Zip**: _____

Phone: _____ **Email**: _____