

LIABILITY WAIVER AND RELEASE

I, the undersigned, for myself and my administrators, assigns, executors, heirs and representatives (collectively, the “Participant”), voluntarily execute this Liability Waiver and Release (this “Release”) in favor of Florida High School 7v7 Association, LLC, a Florida limited liability company d/b/a FHS7v7A, and its affiliates, assigns and successors (collectively, “FHS7v7A”), in accordance with the following terms:

1.1 Eligibility Requirements. Participant, if he or she is a student and/or minor, represents and warrants that he or she meets the following eligibility requirements: (a) Participant is regularly enrolled and in regular attendance at a school or is permitted to participate in athletics at such school, (b) Participant attended school within 10 days of the beginning of the most current semester, (c) Participant has not graduated from any high school or its equivalent, (d) Participant executed all permission forms to attend school and participate in football athletic activities at the school as required by his or her school, if applicable, (e) Participant is less than 19 years and 9 months old, (f) on or before the effective date of this Release, Participant obtained a pre-participation physical evaluation and was certified as being physically fit for high school athletic activities, (g) Participant is an amateur athlete, and (h) Participant has not provided any false information to FHS7v7A to gain eligibility.

1.2 Assumption of Risk. Participant acknowledges that his or her participation in FHS7v7A activities (including but not limited to all football practices, contests and tournaments) carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, including, but not limited to, physical contact with other participants, footballs being thrown, physical drills and activities related to playing a physical sport, scratches, bruises, sprains, possible permanent physical and/or mental damage, heart attacks, concussions, heat exhaustion, paralysis or death. Participant agrees to assume all risk, whether known or unknown, associated with her or his participation in FHS7v7A activities, including all and any risk associated with travel to and/or from any FHS7v7A activity. Participant further agrees to notify FHS7v7A and his or her coach if Participant experiences any sign or symptom of a concussion, a heat-related illness or any other injury or illness while participating in any FHS7v7A activity.

1.3 Waiver of Liability and Release. In consideration for participation in the FHS7v7A program, Participant hereby:

(a) Releases, waives and forever discharges all and any claims against FHS7v7A and covenants not to sue or bring any action against FHS7v7A, its agents, affiliates, directors, employees, managers, members, owners, representatives, sponsors or volunteers (collectively, the “Released Parties”) for any claim, damages, demand, lawsuit or loss (including attorneys’ fees and costs) (collectively “Damages”) whatsoever related to Participant’s participation in any FHS7v7A program, including but not limited to Damages that arise from or relate to Participant’s own acts, the acts of third parties, the effect of the condition of any property, equipment or premises, or any negligence on the part of any of the Released Parties, or any other party whose conduct may be attributed to a Released Party. Participant acknowledges and agrees that this waiver and release from liability specifically includes, but is not limited to, all claims for personal injury, illness and death, as well as damage to, loss or theft of any personal property or claims of invasion of privacy; and

(b) grants to FHS7v7A the right to photograph and/or videotape Participant and the absolute permission and perpetual right to use Participant’s biographical material, likeness, live voice, name, performance data, photograph, portrait, recorded voice and any other information that Participant provides to FHS7v7A in connection with Participant’s participation in any FHS7v7A program (collectively, the “Participant Data”), in any medium now in existence or that may be developed in the future, included but not limited to, any type of video or other recordings, photographs, digital images, drawings, renderings, voices, sounds, audio clips or accompanying written descriptions, FHS7v7A’s social media accounts, and any derivative works, throughout the world. FHS7v7A may use all or any of the Participant Data in any manner or media (including but not limited to websites, publications, promotions and marketing materials, broadcasts, advertisements, exhibitions, displays, posters and slide presentations) without notifying Participant. Participant hereby waives all rights to approve or inspect any use of the Participant Data. Participant agrees that Participant will not bring any claims against FHS7v7A arising out of the alteration or any other use of the Participant Data.

1.4 Indemnification. Participant agrees to compensate, defend, indemnify, release, reimburse and hold harmless the Released Parties from and against all and any Damages that are alleged to have been caused or are caused, in part or in whole, by Participant’s conduct and all and any conduct of Participant’s guests, relatives and family members.

1.5 Rules and Regulations. Participant acknowledges and agrees to abide by FHS7v7A’s Bylaws and Rules of Competition, as the same may be amended from time to time. FHS7v7A’s Bylaws may be found at www.fhs7v7a.com/bylaws and the Rules of Competition may be found at www.fhs7v7a.com/rules-of-competition.

1.6 Severability. Participant acknowledges and agrees that this Release is intended to be as broad and inclusive as is permitted by applicable law and that if any portion is held invalid, all remaining portions will continue in full legal force and effect.

1.7 Insurance. Participant acknowledges and agrees that (a) the insurance coverage provided by Philadelphia Insurance Companies (“Insurer”) is a limited benefits policy applicable only to accidents incurred during participation in FHS7v7A activities (the “Limited Insurance Coverage”), (b) the Limited Insurance Coverage is limited to only the benefits described in the Limited Insurance Coverage Statement of Insurance Benefits available from the Insurer, and (c) any claim to insurance benefits by Participant is only against the Insurer and FHS7v7A has no liability for such insurance claims. FHS7v7A has acted to facilitate the Limited Insurance Coverage, but such facilitation (i) does not constitute any assumption of liability by FHS7v7A for any Damages, and (ii) does not constitute an exception or qualification to any release, waiver or indemnification given by Participant under this Release. Participant acknowledges and agrees that (a) he or she has a primary insurance policy with limits of not less than \$25,000.00 that will serve as Participant’s primary insurance coverage to cover all Damages for injuries resulting from participation in any FHS7v7A activity, and (b) the Limited Insurance Coverage will apply only to the extent Participant’s primary insurance coverage does not cover all of the Damages, and then only to the extent provided in the Limited Insurance Coverage. Participant further acknowledges and agrees that all and any deductibles under the Limited Insurance Coverage are the sole responsibility of Participant, and the amount of any claim to be paid by the Insurer will be reduced by an amount equal to the applicable deductible payable by Participant. Participant represents and warrants that he or she has primary insurance coverage under the following insurance plan:

Insurance Company: _____ Policy Number: _____

Participant Name: _____ Parent Name: _____

Participant Signature: _____ Parent/Guardian Signature: _____

(if Participant is under 18)

Date: _____ Date: _____