

2018 Dana Hills Airstrike Tournament Release and Waiver Form



THIS IS A CONTRACT – READ BEFORE SIGNING

In consideration of being permitted by the 2018 Airstrike Elite High School Passing Tournament at Dana Hills High School (hereinafter “AIRSTRIKE”) to participate in its activities and events and to use its equipment and facilities, now and in the future, I hereby agree to **release, indemnify and discharge** AIRSTRIKE, Dana Hills High School, the Capistrano Unified School District, the City of Dana Point, the 12th Man Club, its agents, coaches, field officials, teachers, owners, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the “RELEASED PARTIES”), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in AIRSTRIKE entails known and unknown risks that could result in physical or emotional injury, paralysis, death, or harm to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: AIRSTRIKE and football in general entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. AIRSTRIKE and football exposes its participants to the usual risk of bruises, abrasions, and fractures. Other more serious risks and life threatening injuries exist as well including but not limited to serious injury, head and brain injury, paralysis and death. Participants often are involved in hitting and other bodily contact. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, “RELEASED PARTIES” have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They may give incomplete warnings or instructions, and the premises or equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that “RELEASED PARTIES” may be negligent in, among other things, monitoring and supervising use of the premises, equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this AIRSTRIKE activity, related equipment or facilities, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.

4. Should AIRSTRIKE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

6. In the event that I file a lawsuit against AIRSTRIKE, I agree to do so solely in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at AIRSTRIKE, and all RELEASED PARTIES, the irrevocable right and permission to photograph and/or record me or my child or ward in connection with AIRSTRIKE to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph and/or Recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All Photographs and/or Recordings are exclusive to AIRSTRIKE.

8. If the participant is a minor, I agree that this Release of Liability and Assumption of Risk agreement ("RELEASE") is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this agreement.

9. If the participant is a minor, I further agree to defend, indemnify and hold harmless AIRSTRIKE from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the

minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES.

10. In consideration of not being required to sign a fresh copy of this RELEASE before each AIRSTRIKE tournament, I further agree that **this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including Paragraphs 8 and 9.**

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against AIRSTRIKE or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. **I have read and understood it, and I agree to be bound by its terms.**

Player Name and Signature (or Parent/Legal Guardian if under age of 18):

Player Name (Please Print) _____

Player Signature: _____ Today's Date: _____

Parent/Guardian Signature: _____ Today's Date: _____

Address: _____ City _____ State _____ Zip _____

Email: _____ Phone _____

Emergency Contact _____ Phone _____ Relation _____

If Participant is a Minor: Print Name of Parent or Legal Guardian of Minor:

Parent/Guardian (Please Print) _____

Address: _____ City _____ State _____ Zip _____