

Youth Leadership Council

PARTICIPATION, ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration of Youth Leadership Council's (YLC), agreement to allow Participant to participate in any way in the YLC Flag Football Tournament Fundraiser. The Participant and YLC agree as follows:

RULES AND REGULATIONS. Participant shall become familiar with and abide by all rules and regulations related to the YLC Flag Football tournament "Rules and Regulations". YLC, in its sole discretion, may modify, amend or supplement the Rules and Regulations. Participant will abide by any modified, amended or supplemented Rules and Regulations. YLC may cancel Participants' participation in the YLC Flag Football Tournament at any time for breach of the Rules and Regulations, or other behavior YLC deems undesirable. In such event, Participant will not be entitled to a refund of any amounts paid prior to the cancellation.

PHOTOGRAPHY. All photographs, motion pictures, recordings, and/or likenesses of Participant captured during the YLC Flag Football Tournament by YLC, its affiliated entities or contractors, and/or the media become the sole property of YLC. YLC may use and license others to use Participant's name and the Recordings in any manner YLC wishes including, but not limited to, for communication, promotion, advertising, and marketing activities.

EMAIL. YLC may use Participant's email to communicate with Participant about YLC, the YLC Flag Football Tournament, YLC's sponsors and/or advertisers, and any other events and fundraisers.

ASSUMPTION OF RISK. Participant assumes all risks inherent in the nature of the Activity. The specific inherent risks vary from one activity to the other; therefore, those risks that are inherent in any particular sport or the Activity are those that are inherent in the nature of the sport or the Activity in which Participant is involved when the (i) the nature of the sport or Activity in question, (ii) the conduct that is generally accepted in that sport or Activity, and (iii) the risks resulting therefrom, are considered from an objective standpoint. PARTICIPANT TAKES FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES INCURRED AS A RESULT OF PARTICIPATING IN THE ACTIVITY. WAIVER OF LIABILITY. As used herein, the term "Released Parties" includes YLC and its members, directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all Activity sponsors, organizers, promoters, directors, officials, property owners, and advertisers; and private individuals, private entities, property owners, governmental bodies and/or municipal agencies whose property and/or personnel are used in the Activity. The term "Releasing Parties" includes the Participant as well as the Participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on the Participant's behalf. The term "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. THE RELEASING PARTIES HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS RELATED TO OR ARISING FROM YLC OR THE ACTIVITY, INCLUDING,

BUT NOT LIMITED TO, THOSE CLAIMS ARISING FROM OR RELATED TO PERSONAL INJURY, ACCIDENTS OR ILLNESSES (INCLUDING DEATH), AND/OR PROPERTY LOSS. INDEMNIFICATION. PARTICIPANT SHALL INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL CLAIMS RELATED TO PARTICIPANT'S INVOLVEMENT IN THE ACTIVITY. SEVERABILITY. The foregoing assumption of risk, waiver, and indemnification provisions are intended to be as broad and inclusive as is permitted by law; if any portion thereof is held invalid, the remainder shall continue in effect.

ACKNOWLEDGMENT OF UNDERSTANDING. Participant has read this agreement, understands its terms, and understands that Participant is giving up substantial rights, including Participant's right to sue. Participant is signing this Agreement freely and voluntarily, and intends Participant's signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. Participant is not relying on any representations of YLC in entering into this Agreement

Printed Name of Participant

Signature of Participant

Date