ASA NoExcuses 7on7 Football

ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNITY AND LIKENESS RELEASE AGREEMENT

READ CAREFULLY BEFORE SIGNING THIS DOCUMENT. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Parties Released Parties (hereinafter referred to as “RP”) include ASA and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; Aldine Sports Association and its directors, officers, employees, agents, contractors, insurers, equipment suppliers and volunteers; MO Campbell Education Center / W.W. Thorne Stadium/ Bill Smith Stadium and its directors, officers, employees, agents, contractors, insurers, equipment suppliers and volunteers; all Aldine Sports Association event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing. Releasing Parties (hereinafter referred to as “Parent”) include the participant’s parent, which includes, but is not limited to: the parent of the child/participant, the legal guardian of the child/participant, the child’s and/or participant’s parent, legal guardian, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on behalf of the child and/or participant. Aldine Sports Association (hereinafter referred to as “ASA”)

1) Initial Assumption of Inherent Risks I hereby acknowledge (as the “parent”) my awareness that my child’s participation in the Aldine Sports Association (hereinafter referred to as “ASA”) may involve activities which include, but are not limited to, the following: stretching, running, jumping, kicking, throwing, hitting, catching, sliding, bodily contact and physical and mental competition with other campers and/or with athletic equipment. It will also involve competitive activities of sports and football which use various types of athletic equipment which include, but are not limited to, the following: footballs, helmets, cleats, pads, nets, goal posts, step over bags, blocking pads and/or other athletic equipment. I understand that my child’s participation in the aforementioned ASA and the ASA activity may expose my child to risks of property damage and bodily or personal injury, including injury that may be fatal. I understand that there are inherent risks and dangers involved in the ASA and the ASA activity. I understand that my child may be exposed to these risks, injuries and/or other risks and injuries, which may not be foreseeable. I understand and acknowledge that the inherent risks and injuries in this ASA event and activity include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with fixtures of venue and stadium and camp personnel and staff), contact with other participants and campers, contact or collision with machinery, and contact with natural or man-made fixed objects or obstacles on the field); 2) encounter with obstacles (e.g., natural and man-made field, surface hazards, uneven terrain on the fields, close proximity and/or contact with the stadium field); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect venue conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5)

inadequate first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate other and/or co-participant behavior, erratic or inappropriate behavior by the participant, human errors in judgment by personnel working the event; and 7) natural hazards (e.g. uneven field, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, insects and/or ticks). I further understand and acknowledge that any of these risks and others, not specifically named above, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: slipping, tripping, falls, scrapes, bruises, abrasions, strains, sprains, nausea, cuts, and dehydration. Serious injuries are less common but do occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions.

Catastrophic injuries are rare; however, we feel that our participants' parents/guardians who are releasing the participant to participate in the aforementioned ASA and the ASA activity should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death. I knowingly and freely assume, on behalf of my child, any and all such risks and voluntarily allow my child to participate in the ASA and the ASA activity I understand that is it my responsibility as the parent and/or legal guardian of the participant to allow my child to engage in those activities for the ASA, which are standard for sports and football activities. I understand that it is my responsibility as the parent and/or legal guardian to inspect the course, facilities, equipment, and areas to be used prior to my child's participation, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate ASA personnel. By my child's participation in the ASA, I am acknowledging that I have found the venue, course, stadium, field, facilities, equipment, and areas to be used to be safe and acceptable for my child's participation. I further accept full and sole responsibility for the condition and adequacy of the field, facility and equipment. I acknowledge that my child must follow the instructions of the activity leader of the ASA at all times. In addition, I understand that none of the following entities: all Released Parties known as "RP" provides insurance coverage for my child's participation in the ASA. I further understand that it is strongly recommended that I obtain insurance to insure my child; this insurance, includes but is not limited to, accident and health insurance to cover my child prior to the participation in the ASA. I also understand that it is my responsibility to consult with my child's personal physician prior to my child participation in the ASA, to ensure that such participation in the ASA will not pose any unusual risks to the health and well-being of my child. These risks include, but are not limited to, inadequate nutrition and/or weight, pre- existing medical conditions and allergies. I UNDERSTAND FULLY
THE INHERENT RISKS INVOLVED IN THE CAMPT MIKE T AND ASSERT THAT MY CHILD IS A WILLINGLY AND VOLUNTARILY PARTICIPATING IN THE ASA. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the ASA; 2) I understand the demands of this ASA and ASA activity relative to my child's physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from my child participating in the ASA. I HEREBY ASSERT THAT I KNOWINGLY ASSUME ALL OF THE INHERENT RISKS OF THE ASA AND TAKE FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES,

LIABILITIES, LOSSES, OR EXPENSES THAT MY CHILD INCURS AS A RESULT OF PARTICIPATING IN THE ASA.

2) Initial Waiver of Liability for Ordinary Negligence In consideration of my child being permitted to participate in the ASA, I, (as the “Parent”), as the legal parent/guardian hereby forever waive, release and discharge ASA and the other released parties known as “RP” from any and all claims resulting from the ordinary negligence of the ASA and all released parties known as “RP” that I may have arising out of my child’s participation in the ASA. This agreement applies to: 1) personal injury (including death) from incidents or illnesses arising from the ASA participation. This includes injury during course/facility inspection, observation, the event, and while on the premises (including, but not limited to the stadium, stands, concession stands, sidewalks, parking areas, restrooms, locker rooms, dressing facilities and field); and 2) any and all claims resulting from damage to, loss of, or theft of property. I further understand the use of the venue (e.g. stadium and stadium facilities), equipment, materials, supplies and for my child being allowed to participate in the ASA, I hereby release and forever discharge all released parties known as “RP”: ASA, ASA LLC, MO Campbell Education Center / W.W. Thorne Stadium / Bill Smith Stadium, and all of the participating and sponsoring agencies and their members individually and their officers, agents and employees from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind, arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with my child’s participation in this ASA and this ASA activity.

3) Initial Indemnification Agreement In consideration of my child being permitted to participate in the ASA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, (as the “parent”), hereby agree to hold harmless, defend and indemnify ASA and all other released parties known as “RP”) from and against: Any and all claims made by me as the “parent” (releasing parties known as “Parent”) arising from injury or loss due to my child’s participation in the ASA. For the purposes hereof, “CLAIMS” includes all actions and causes of action, claims, suits, losses, procedures, costs, expenses and damages and liabilities, including legal fees and related expenses. I hereby release and forever discharge and hold harmless the ASA and all other Released Parties known as “RP” from any and all claims actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my child’s involvement in the ASA and to reimburse the ASA for any such expenses incurred. This indemnity shall survive the expiration or sooner termination of this agreement.

4) Initial Likeness Release Agreement I, (as the “parent”), hereby irrevocably consent to and authorize the use by ASA and on behalf of the ASA, its officers and employees of the undersigned’s image and/ or likeness as follows: ASA shall have the right to photograph, publish, re-publish, adapt, exhibit, reproduce, edit, distribute, display or otherwise use or reuse the undersigned’s image and/or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed in ASA’s products or services. The undersigned acknowledges receipt of good and valuable consideration in exchange for this Release, which may be the opportunity to represent ASA in its promotional and advertising

materials. I, (as the “parent), hereby waive the right to inspect or approve my image and/or the child’s image or any finished materials that incorporate my image and/or the child’s. I understand and agree that my image and/or the child’s image will become part of the ASA’s photograph file and that it may be distributed to other organizations or individuals for use in publication. I also understand that I will receive no compensation in connection with the use of my image and/or the child’s image. I further covenant and agree that for the consideration stated above, I will hold forever harmless and will not take legal action against the Released Parties known as “RP”: ASA, MO Campbell Education Center / W.W. Thorne Stadium / Bill Smith Stadium, its members individually, and their officers, agents, employees, staff, sponsors for any and all claims for damages arising or growing out of the use of my and/ or my child’s image and/or participation in the ASA and ASA activity whether caused by negligence or otherwise. 5) Initial Other Agreements (1) Venues and Jurisdiction: I understand that if legal action is brought, the appropriate state or federal trial court for the county of HARRIS in the State of TEXAS has the sole and exclusive jurisdiction and that only the substantive laws of TEXAS shall apply. (2) Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, Likeness Release, Indemnification Agreement and Consent/Release Agreement is intended to be as broad and inclusive as is permitted by the State of TEXAS and this if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions in this agreement. (3) Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this Agreement (1) and the Consent/Release Agreement attached (2) is the entire two Agreements between me, as the “parent”/legal guardian of my child, and ASA and ASA LLC and these agreements cannot be modified or changed in any ways by representations or statements by any agent or employee of ASA LLC. This Agreement may only be amended by a written document duly executed by all parties. (4) Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at the time. Should the issue not be resolved by mediation, I, as the “parent”, agree that all disputes, controversies, or

claims arising out of my child’s participation in the ASA shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. 6) Initial Agreements for the Protection of Participants: * I, (as the “parent”), represent and warrant, that my child is in good health and in proper physical condition to safely participate in the ASA. I certify that my child has no known or knowable physical or medical condition that would affect his or her ability to safely participate in the ASA, or that would result in his or her participation creating a risk of danger to themselves or to others. *I acknowledge that ASA recommends and encourages each parent/guardian to get medical clearance for their child from his/her personal physician prior to participation. *I assert that I have not been advised or cautioned against my child participating by a medical practitioner. *I understand that it is my responsibility to inform my child to inform a ASA staff, coach, or personnel member if he/she is not feeling well. *I represent and warrant that my child is covered by medical insurance. *In the event of an injury to my child that renders my child unconscious or incapable of responding, I

authorize ASA personnel and medical personnel at the ASA to make emergency medical decisions on my behalf for my child (including, but not limited to CPR). *I authorized ASA to secure emergency medical care or transportation (i.e., EMS) for my child when deemed necessary by ASA medical personnel. *I agree to assume all cost of emergency medical care and transportation of my child. *I acknowledge that ASA has instituted its rules (attached to this agreement) for the protection of the participants and co-participants. I agree to familiarize myself with those rules and to discuss with my child prior to participation in the ASA. I also recognize the authority of ASA to halt the participation of my child (and, if necessary, have my child removed from the camp age group) if my child's participation, conduct, or presence endangers other participants.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, Likeness Release and Indemnification Agreement and fully understand its terms. I, (as the "parent"), certify that I am the parent/legal guardian for this child participating in the ASA 7 on 7. I understand that I am giving up substantial rights, including my rights as the parent/guardian to sue. I further acknowledge this consent is given freely and voluntarily by the undersigned without coercion, duress, threat or promise of any kind. I further intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGANCE of ASA (and all other released parties known as "RP") and/ or the INHERENT RISKS of the ASA activity, to the greatest extent allowed by law in the State of Texas. I certify that I understand and have read the information on all two (2) pages including the additional one (1) page Consent/Release Agreement Attached and the information above carefully before signing. I understand that I am not subject to any adverse action if I do not sign.

_____

Printed Name of Child

_____ _____

Signature of Parent/Legal Guardian Date

_____

Printed name of Parent/Legal Guardian