



## ELITE 7EVENS TOURNAMENT SERIES WAIVER & RELEASE, H3 ATHLETIX LLC

**Assumption of Risk:** Participant and Parent/Guardian (1) understand the nature of the activities of 7v7 football, (2) the demands of those activities relative to the physical condition and skill level of Participant, and (3) appreciate the types of injuries and illnesses and risks related to treatment for any physical or medical condition which may occur because of 7v7 football activities in which Participant engages. Participant and Parent/Guardian hereby assert that participation in 7v7 football and use of competition facilities and services is voluntary and that Participant and Parent/Guardian knowingly assume all related risks of that participation.

**Waiver:** In consideration for the participation in one or more ELITE 7EVENS TOURNAMENT SERIES events, Participant and his/her Parent/Guardian, on behalf of Participant personally, as well as his heirs, next of kin, personal representatives, assigns and/or unborn child(ren) ("Participant Releasees"), hereby waive any claims against and covenant not to sue or bring any action against ELITE 7EVENS TOURNAMENT SERIES, event operators, site owners and their affiliated companies, or any of their members, directors, officers, employees, site owners, volunteers, sponsors or agents (the "Released Parties"), for any claim, demand, or lawsuit whatsoever related to ELITE 7EVENS TOURNAMENT SERIES events, including, but not limited to, those that arise from or relate to Participant's own acts, the acts of third persons, the effect of the condition of any property, equipment, or premises, or any acts of ELITE 7EVENS TOURNAMENT SERIES or event operator's own negligence, or the negligence of any Released Parties, or anyone else whose conduct may be attributed to the Released Parties. Participant and his/her Parent/Guardian agree that this waiver, release from liability, and covenant not to sue specifically includes, but is not limited to, any claims for personal injury or illness (including death) as well as damage to, or the loss or theft of, any personal property or claims of invasion of privacy. Participant and his/her Parent/Guardian further agree that this waiver, release from liability, and covenant not to sue has legal effect throughout Participant's participation in or arising from ELITE 7EVENS TOURNAMENT SERIES events, as well as each and every time sanctioned event property or facilities are used by Participant, his guests, relatives, or family members, and agree that it shall be construed as if Participant and his Parent/Guardian acknowledged and attested to it throughout that time and upon each such use.

**Indemnification:** In further consideration for accepting the Participant in an ELITE 7EVENS TOURNAMENT SERIES event, or granting Participant access to or the use of the property, facilities, parking lot, buildings, fields or equipment of sanctioned events, or services of ELITE 7EVENS TOURNAMENT SERIES, Participant and his Parent/Guardian, on behalf of Participant personally, his Parent/Guardian personally, as well as Participant Releasees, hereby contractually agree to defend and indemnify the Released Parties from any and all claims, demands, lawsuits, or damages, including related costs and attorney fees, brought by any other person or entity for any injuries or any damage to themselves, their property, or to Participant or his property, arising out of the participation in Association events or programs by Participant and/or his guests, relatives or family members. This indemnification agreement specifically includes, but is not limited to, claims, demands, damages, or lawsuits brought by third parties which arise from or relate to any active or passive negligence, intentional conduct, and/or criminal conduct by Participant and/or his/her guests, relatives, or family members. This indemnification agreement is intended to encompass any and all conduct by Participant and/or his guests, relatives, or family members for which a third party may seek to hold the Released Parties liable. Acknowledgement of Rules and Standards of Conduct: Participant understands that ELITE 7EVENS TOURNAMENT SERIES has Rules of Competition and a Code of Conduct that are set forth in the ELITE 7EVENS TOURNAMENT SERIES website ([www.elite7evens.com](http://www.elite7evens.com)). Participant agrees to abide by these rules and code for the safety of all participants in sanctioned events.

**Publicity Release and Consent:** Participant and Parent/Guardian consent to all recording, photographing and filming of Participant (the "Recordings") at sanctioned events and use of Participant's name and performance data (collectively, "Data") and each agree that ELITE 7EVENS TOURNAMENT SEIRES and event operators, their licensees and designees may use these Recordings at any time and in any manner without payment to, or additional consent of, Participant or Parent/Guardian. Participant and Parent/Guardian release ELITE 7EVENS TOURNAMENT SERIES, sanctioned event operators, their licensees and designees from all claims related to use of the Recordings and Data for promotion of Association and its events.

**Severability:** Participant and Parent/Guardian further agree that this waiver is intended to be as broad and inclusive as is permitted by applicable law and that if any portion hereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full legal force and effect. Acknowledgment of Understanding: Participant and Parent/Guardian have read this document and fully understand its terms. Participant and Parent/Guardian understand that Participant is giving up rights, including the right to compensation for injury resulting from negligence of Released Parties to the extent permitted by the applicable law. Participant and Parent/Guardian acknowledge that they are signing the agreement freely and voluntarily and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law. By signing this waiver as Parent/Guardian, I acknowledge that I am consenting to Participant's participation in an ELITE 7EVENS TOURNAMENT SERIES event and represent to ELITE 7EVENS TOURNAMENT SERIES that I understand that all risks are expressly assumed by Participant and myself and all related claims are expressly waived in advance.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_