



## LIABILITY RELEASE FORM

I agree to the terms and conditions of this agreement (this “Release and Waiver”), and I agree, warrant and covenant as follows:

**1. PERMISSION TO PARTICIPATE.** I certify that I (i) am the parent or legal guardian of the child (“Participant”) being allowed to participate in any way in the Vanguard Sports League, LLC affiliates and subsidiaries (the “Program”); (ii) am of legal age and am freely signing this Release and Waiver without any inducement or assurance of any nature; and (iii) have read this Release and Waiver and understand that, by signing this Release and Waiver, I may be giving up certain legal rights and remedies. I agree that the terms and conditions of this Release and Waiver are binding on both me and the Participant.

**2. RELEASE OF LIABILITY.** In return for the Participant being allowed to participate in the Program, I, on behalf of myself, the Participant and each of the other Releasers (as defined below), hereby release and agree not to sue Vanguard Sports League and each of their respective affiliates and each of the employees, officers, directors, direct and indirect owners, sub-contractors, sponsors, business partners and agents of each of the foregoing entities (collectively, the “Releasees”) from or for, as applicable, all present and future liabilities, claims and causes of action of any kind, whether at law or in equity, that may be made by the Participant, me, my family, estate, heirs or assigns (collectively, the “Releasers”) arising as a result of or in connection with the Participant’s participation in the Program, wherever, whenever, or however the same may occur, including but not limited to actions for property damage, personal injury or wrongful death. I understand and agree that the Releasees are not responsible for any death, injury or property damage arising out of the Program, even if caused by their ordinary negligence. I understand that participation in the Program involves certain risks, including, but not limited to, concussion, serious injury, death or permanent disability. I am voluntarily allowing Participant to participate in the Program with knowledge of the dangers involved and agree to accept all risks of such participation. I certify that the Participant is in excellent physical health and may participate in strenuous and hazardous physical activities, including the football to be played in the Program.

I also agree to indemnify and hold harmless Releasees for all liabilities, claims, damages, causes of action, costs and expenses of any kind arising out of or in connection with Participant’s participation in the Program or any all related activities. I understand that this release and indemnification is intended to be as broad and inclusive as permitted by the laws of the state in which the Program is taking place and agree that if any portion of this Release and Waiver is invalid, the remainder will continue in full legal force and effect. I further agree that any legal proceedings related to this waiver will take place in Duval County, Florida.

I hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. I am aware that said Section 1542 of the Civil Code provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

I hereby acknowledge, for myself and on behalf of each of the other Releasors, that the foregoing waiver of the provisions of Section 1542 of the California Civil Code is a material term and condition of this Agreement. I, for myself and each of the other Releasors, expressly acknowledges that this Release and Waiver shall be given full force and effect in accordance with each and all of its express terms and provisions, including those terms and provisions relating to unknown and unsuspected claims, demands, and causes of action, if any, to the same effect as those terms and provisions relating to any other claims, demands, and causes of action hereinabove described. I, for myself and each of the other Releasors, acknowledges that each is fully aware that they might hereafter discover facts or other information in addition to or different from those which they now know or believe to be true, with respect to the subject matter of the claims released in this Section 2. Nevertheless, the Releasors intend to hereby fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, which might now exist or heretofore might exist in connection with such claims. The releases given herein shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different facts or information.

**3. INTELLECTUAL PROPERTY RIGHTS.** I hereby acknowledge and agree, for myself and on behalf of Participant, that Vanguard Sports League exclusively and in perpetuity owns and controls any and all rights to video tape, broadcast, telecast, film, exhibit, distribute, photograph, exploit, record, print or otherwise reproduce, and any and all rights to authorize others to do so, any film, audio, depiction, audio-visual, video, image, statistic, data (of any kind), photo or sound arising from, related to or during any Program event (the "Works") in any manner whatsoever, alone or in composite and/or conjunction with other materials, in any and all media, whether now known or hereafter devised ("Media"), in or by any manner, method or device (whether now known or hereafter devised), and all other rights, privileges, benefits, matters and things incident to or arising out of all or any of the foregoing, including, without limitation, for any and all commercial purposes, including for purposes of advertising and promoting the Program. I hereby grant, for myself and on behalf of the Participant, to Vanguard Sports League and the other Releasees the exclusive, perpetual, royalty-free, irrevocable, fully-paid up, worldwide right to use, exhibit, edit, disseminate, display, reproduce, print, publish, publicly perform and make any other uses of my or the Participant's image, name, sobriquet, marks, logos, voice, movements, gestures, actions, persona, signature, likeness, uniform, biomaterial, biographical material and other indicia and attributes of Participant, in any manner whatsoever, alone or in composite and/or conjunction with any other materials, on, via or through any and all Media, in connection with, related to or for any purpose of: (i) any of the rights to the Works described in the foregoing paragraph; (ii) any advertising, promotion, publicity, operation or exploitation of Releasors or the Program and (iii) on the Website (as defined below) in connection with any postings of team rosters or game stories.

**4. COVID-19 ASSUMPTION OF RISK.** I understand and acknowledge that the novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an extremely contagious respiratory disease that can result in serious illness or death. The virus is believed to spread primarily between individuals who are in close contact with each other (within about six feet) and it may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes. Federal, state and local governments, as well as federal, state and local health agencies, have issued various stay-at-home orders and other rules, regulations and guidelines with respect to social distancing and the restrictions or limitations on the congregation of groups of people, the reopening of businesses and the restart of sports and sports leagues. I understand and acknowledge that the Program may put in place preventative measures to reduce the spread of COVID-19 and I expressly agree that I and the Participant shall abide by any rules and regulations implemented by the Program to carry out those measures; however, I understand that the Program cannot guarantee that I nor the Participant will not be exposed to or contract COVID-19. By participating in the Program, I knowingly and of my own free will assume the risk that myself and/or the Participant may be exposed to or contract COVID-19 and I understand that I could be increasing the risk of exposure to or contracting COVID-19, which I am fully aware could result in personal injury, illness, permanent disability or death to myself and the Participant. I voluntarily accept sole responsibility for any injury or damage to myself, the Participant or any family or household member including without limitation personal injury, illness, permanent disability or death arising out of or relating to my participation in the Program.

**5. EMERGENCY MEDICAL TREATMENT.** Permission is hereby granted for Participant to receive any and all emergency medical/dental treatment and/or first aid, including authorizing any medical treatment facility/hospital to administer emergency treatment for any illness, injury or accident resulting from participation in the Program. In addition, I hereby authorize, give permission and voluntarily consent to having Vanguard Sports League, medical and athletic training providers appointed by Vanguard Sports League and their respective employees or agents to arrange, direct, sign for and consent to all routine or emergency medical care and treatment necessary to preserve my child's health in the event of accident, injury, sickness, etc. during participation in the Program. I acknowledge responsibility for reasonable charges in connection with the care and treatment rendered. I agree to the release of any medical records necessary for insurance purposes. I further acknowledge that Vanguard Sports League and medical and athletic training providers appointed by Vanguard Sports League have not made any guarantees as to the effect of such care and treatment rendered.

**6. AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT.** I represent and warrant to the Releasees that I have full legal authority to complete and submit this Release and Waiver via <https://www.vanguardsportsleague.com> (the "Website") or, via paper form and signature. In addition, to the extent that I am registering on behalf of the Participant, I represent and warrant that I have been duly authorized to act as agent on behalf of the Participant in performing such registration. By proceeding with such registration, I agree that the terms of this Release and Waiver shall apply equally to me and to the Participant.

Compliance with Children's Online Privacy Protection Act ("COPPA"). I represent and warrant that, in compliance with COPPA, I am over thirteen (13) years of age, and that, to the extent I am registering a Participant under eighteen (18) years of age, I am the parent or legal guardian of such Participant, and I do hereby consent to the collection of such Participant's personal information by the Releasees.

**7. LIMITATION OF LIABILITY. DISCLAIMER OF WARRANTIES. THE RELEASEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM: ANY AND ALL DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, ARISING OUT OF ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, BODILY AND PERSONAL INJURIES, DAMAGE TO PROPERTY, AND THE CONSEQUENCES THEREOF, INCLUDING ANY INJURY, DAMAGE, DEATH OR DISABILITY RESULTING FROM PARTICIPATION BY THE PARTICIPANT IN THE PROGRAM, OR THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM; THE RELEASEES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

**8. INDEMNIFICATION.** I agree to indemnify and hold each of the Releasees and their officers and employees harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising out of participation by Participant in the Program (including without limitation in connection with any medical treatment offered or given to Participant) or the violation of any term of this Release and Waiver.

**9. APPLICABLE LAW; CONSENT TO JURISDICTION.** This Release and Waiver shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. I expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for Duval County of Florida or, for matters not susceptible of adjudication in the federal courts, the courts of the State of Florida located in Leon County, in all disputes arising out of or relating to this Release and Waiver.

**10. SEVERABILITY.** I further expressly agree that this Release and Waiver is intended to be as broad and inclusive as is permitted by law and that if any provision of this Release and Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Release and Waiver and shall not affect the validity and enforceability of any remaining provisions.

**BY INDICATING MY ACCEPTANCE OF THIS RELEASE AND WAIVER, I AM AFFIRMING, FOR MYSELF AND ON BEHALF OF THE PARTICIPANT, THAT I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT THE PARTICIPANT AND I ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT BY AGREEING BELOW THIS RELEASE AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**