

## DPA Southeast Pro-Day Combine Participation Agreement

This Participation Agreement ("Agreement") is entered into as of the date signed below by and between **DPA and its Affiliates**, (hereinafter referred to as "Organizer"), and the undersigned **Football Player** (hereinafter referred to as "Participant").

### Event Overview:

The Participant has expressed an interest in participating in the **Southeast Pro-Day Combine** (the "Event"), organized by DPA, to be held on **January 18th, 2024**. The Event will involve physical activities, athletic drills, and evaluations relevant to football performance.

**1. Acknowledgment and Assumption of Risk:** By signing this Agreement, the Participant acknowledges and fully understands that participation in the Event involves inherent risks of injury, including but not limited to strains, sprains, fractures, concussions, or other serious physical harm. The Participant agrees to assume all risks related to their participation in the Event.

**2. Waiver and Release of Liability:** The Participant hereby releases, waives, discharges, and covenants not to sue DPA, its affiliates, agents, representatives, employees, sponsors, or any associated event staff (collectively referred to as "Released Parties") from any and all liability, claims, demands, actions, or causes of action for personal injury, death, property damage, or any other loss arising out of or related to participation in the Event, whether caused by the negligence of the Released Parties or otherwise.

This release of liability applies to all claims, whether known or unknown, that the Participant may have against the Released Parties, arising from any injuries, damages, or losses sustained during the Event, whether directly or indirectly related to the Participant's participation in the Event.

**3. Medical Fitness and Health:** The Participant represents and warrants that they are in good physical health and capable of participating in the activities associated with the Event. The Participant agrees to notify the Organizer immediately if they experience any health concerns, injuries, or limitations before or during the Event. The Organizer may, at its discretion, disqualify the Participant from participation if it believes, based on reasonable judgment, that the Participant's health or safety may be at risk.

**4. Medical Treatment:** In the event of an injury, the Participant authorizes the Organizer to seek medical treatment on their behalf and agrees to be responsible for all costs associated with such treatment. The Participant acknowledges that the Organizer is not responsible for providing any medical treatment or insurance coverage during or after the Event.

**5. Indemnification:** The Participant agrees to indemnify and hold harmless the Released Parties from any claims, demands, actions, or causes of action arising out of the Participant's own actions or omissions during the Event, including any injury or damage to themselves or to third parties.

**6. Insurance:** The Participant is responsible for maintaining their own health, accident, and liability insurance coverage for the duration of the Event. The Organizer does not provide any such coverage.

**7. Media and Promotional Consent:** The Participant grants the Organizer the right to use their name, likeness, voice, and other identifying information for promotional or marketing purposes in connection with the Event, without further compensation or notice, except where prohibited by law.

**8. Compliance with Rules:** The Participant agrees to comply with all rules, regulations, and instructions provided by the Organizer, its agents, and staff during the Event. Failure to comply with these instructions may result in disqualification from participation.

**9. Governing Law and Dispute Resolution:** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Event is held. Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA), with the location of arbitration to be determined by the Organizer.

**10. Severability:** If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**11. Entire Agreement:** This Agreement constitutes the entire understanding between the Participant and the Organizer regarding participation in the Event and supersedes all prior or contemporaneous agreements, representations, or understandings.

**Participant's Acknowledgment and Agreement:**

By signing below, the Participant acknowledges that they have read and fully understand the terms and conditions set forth in this Agreement, and agree to be bound by its terms.

**Participant Name (Printed):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**SCHOOL AND POSITION**\_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Organizer's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_