



XS & ACES FOOTBALL ACADEMY LLC

**YOUTH PARTICIPANT WAIVER AND RELEASE OF LIABILITY
(FOR PARTICIPANTS UNDER 18 YEARS OLD)**

Participant's Name: _____

Participant's Age: _____

Parent/Guardian Name: _____

In consideration of my child's participation in any and all activities associated with **Xs & Aces Football Academy LLC** (the "Academy"), including, but not limited to, football drills, training, and flag football scrimmages (the "Activities"), I hereby agree to the following on behalf of myself and my minor child:

1) Assumption of Risk

- A) I acknowledge and understand that participation in football-related activities involves inherent risks, including but not limited to:
- i. Physical Injury: Risks of sprains, fractures, concussions, and other injuries that may occur during physical activity.
 - ii. Illness: Potential exposure to illnesses, including but not limited to COVID-19, MRSA, and other communicable diseases.
 - iii. Environmental Hazards: Risks associated with weather conditions, field conditions, and equipment failures.
 - iv. Negligence: Risks arising from the actions, inactions, or negligence of my child, other participants, coaches, volunteers, or others involved in the Activities.
- B) I knowingly and voluntarily assume all such risks on behalf of my child, understanding that these risks may result in serious injury, permanent disability, or death.

2) Release and Waiver of Liability

- A) To the fullest extent permitted under New Jersey law, I, for myself and on behalf of my child, our heirs, assigns, personal representatives, and next of kin, hereby release, discharge, and hold harmless the Academy, its owners, officers, employees, agents, coaches, volunteers, and insurers (collectively, the "Released Parties") from any and all liability, claims, demands, losses, or damages arising from or related to participation in the Activities, including but not limited to:
- i. Claims for personal injury or death.
 - ii. Claims for property damage.



- iii. Claims arising from the negligence of the Released Parties, whether active or passive.
- iv. Claims arising from any medical treatment provided or not provided.

3) Indemnification

- A) I agree to indemnify and hold harmless the Academy and any of its representatives from any and all claims, demands, actions, or causes of action, including attorney's fees, arising out of or related to my child's participation in the Activities. This includes any claims made by other individuals as a result of my child's actions during the Activities.

4) Medical Authorization

- A) In the event of an emergency, I authorize the Academy to secure appropriate medical care for my child, including but not limited to:
 - i. Transport to a medical facility.
 - ii. Administration of first aid or other medical treatment deemed necessary.
- B) I agree to be fully responsible for any and all medical expenses incurred as a result of such treatment. I certify that my child is in good health and has no known medical conditions that would prohibit participation in athletic activities.

5) COVID-19 Acknowledgment

- A) I acknowledge and understand the contagious nature of COVID-19 and voluntarily assume the risk that my child may be exposed to or infected by COVID-19 while participating in the Activities. I understand that such exposure or infection may result in illness, personal injury, permanent disability, and/or death. I agree to follow all safety protocols established by the Academy to minimize the risk of exposure.

6) Photo/Media Release

- A) I grant permission to the Academy to use my child's image, name, or likeness in photographs, videos, or other promotional materials, without compensation, for lawful purposes related to the promotion of the Academy. This includes, but is not limited to, social media posts, website content, and printed materials.

7) Governing Law

- A) This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal action or proceeding arising under this agreement shall be brought exclusively in the courts located within New Jersey.



8) Severability

- A) If any portion of this waiver is held to be invalid or unenforceable, the remaining provisions shall continue in full legal force and effect.

9) Acknowledgment of Understanding

- A) By signing below, I acknowledge that I have read and fully understand this waiver and release of liability, and I voluntarily agree to its terms. I understand that this document is a binding legal contract and that I am giving up substantial rights, including the right to sue the Released Parties for any claims arising from my child's participation in the Activities. I affirm that I am the parent or legal guardian of the participant named above and have the authority to execute this waiver on their behalf. I further acknowledge that I have not been induced to sign this waiver by any representations or statements made by the Released Parties or any other individuals.

By signing below, I acknowledge that I have read and fully understand this waiver and release of liability, and I voluntarily agree to its terms.

Signature of Parent/Legal Guardian: _____

Printed Name: _____

Date: _____

Phone Number: _____

Email Address: _____

Emergency Contact Name: _____

Relationship: _____

Phone: _____