

# North Texas Football League

## Waiver and Liability Release

PLEASE READ THIS DOCUMENT CAREFULLY. IT MUST BE SIGNED BY AT LEAST ONE PARENT OR LEGALLY APPOINTED GUARDIAN (REFERRED TO HEREIN AS "PARENT") ON BEHALF OF EACH PARTICIPANT IN THE NORTH TEXAS FOOTBALL LEAGUE("NTFL") PROGRAM.

In consideration of the activities offered by NTFL, I, as the Parent of a NTFL Participant, hereby agree and acknowledge, on behalf of myself, my NTFL Participant, and all members of my family, the following (initial each paragraph):

\_\_\_\_\_ ACTIVITIES AND RISKS. Football is a dangerous sport that may pose high risk of injury to the NTFL Participant, coaches, volunteers, and spectators. Activities of the NTFL Program may include playing football, practicing football, coaching football, assisting with drills, engaging in blocking or tackling drills, running, throwing and catching footballs, jumping, kicking, stretching, aerobic and anaerobic conditioning, assisting with the management or maintenance of sport facilities, and intense physical activity of various kinds (together, the "Activities"). Such Activities may be conducted inside, outside, during football games, in inclement weather, in extreme heat, in extreme cold, after school, at facilities owned, leased, and/or operated by Denton ISD, Carrol ISD, Grapevine ISD, Colleyville ISD, Northwest ISD, Coppell ISD, Liberty Christian School, at facilities owned, leased, and/or operated by NTFL or NTFL member associations, or at facilities owned, leased, and/or operated by other school districts, private organizations, or members of the NTFL organization. The risks of participating in these Activities for the NTFL Participant, coaches, volunteers, and spectators, include but are not limited to death, complete or partial paralysis, brain damage, serious injury to virtually all internal organs, bones, joints, ligaments, muscles, tendons and other aspects of the skeletal system, and the potential impairment of other aspects of the body, general health and wellbeing (the "Risks"). No amount of instruction, precaution, equipment or supervision will totally eliminate the risk of injury or of adverse medical consequences to the NTFL Participant, coaches, volunteers, and spectators.

\_\_\_\_\_ ASSUMPTION OF RISKS. I hereby acknowledge the Risks described above and their inherency, and further acknowledge that other risks, inherent and otherwise, may be encountered. On behalf of myself, my NTFL Participant, and all members of my family, I EXPRESSLY ASSUME ALL RISKS, inherent or not, and whether or not described above, of being a participant in the NTFL Program, whether as a player, coach, volunteer, or spectator. I have discussed the activities and risks with my NTFL Participant and any family members who may participate in any capacity in the NTFL Program, and they understand and accept these risks.

\_\_\_\_\_ RELEASE AND INDEMNITY. I, on behalf of myself, and, to the maximum extent authorized by law on behalf of my NTFL Participant and all members of my family, hereby RELEASE, HOLD HARMLESS AND DISCHARGE North Texas Football League and all its member associations, and all of its directors, board members, coaches, instructors, volunteers, partners, agents, assigns, and affiliates (the "Released Parties") from all claims, liabilities, and losses asserted by or on behalf of me, my NTFL Participant, and/or any member of my family in any way arising from or connected with my, my NTFL Participant's, or any family member's participation in the NTFL Program in any capacity whatsoever.

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I UNDERSTAND THAT BY MY INITIALS HERE AND SIGNATURE BELOW THAT I SURRENDER MY, MY NTFL PARTICIPANT'S, AND MY FAMILY MEMBERS' RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST A RELEASED PARTY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER THEORY OF LIABILITY, TO THE MAXIMUM EXTENT ALLOWED BY LAW. I further agree to HOLD HARMLESS AND INDEMNIFY the NTFL Program and other Released Parties from any claims and from any liability, loss, damages, or expenses (including attorney fees) resulting from: (1) a claim brought by another NTFL Participant, rescuer, or any other person for loss or damage caused by my, my NTFL Participant's, or any of my family member's acts or omissions, and (2) a claim brought by any member of my or my NTFL Participant's family in any way arising out of my, my NTFL Participant's, or any family member's enrollment or participation in any capacity in the NTFL Program. These agreements of release and indemnity include loss, damage, or expense claimed to have been caused in whole or in part by the negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.

\_\_\_\_\_ MEDICAL. I hereby authorize and grant permission to any directors, board members, coaches, instructors, or volunteers of North Texas Football League to secure emergency treatment for my NTFL Participant. I have sufficient insurance coverage to cover the medical or emergency transportation costs that may be incurred, and in any event, I agree to be responsible for such costs. I further warrant that my NTFL Participant has no emotional or physical condition which would cause her/him to be a danger to herself/himself or any others.

\_\_\_\_\_ MEDIA RELEASE. I hereby authorize and consent to the reproduction and use of any photographs, videos, sound recordings, or other images of my NTFL Participant, without compensation, for use in NTFL or member association advertising, posting on the NTFL or member association social media accounts, posting on the NTFL or member association websites, or other related purposes, or for similar purposes by any marketing partners or affiliates of NTFL.

\_\_\_\_\_ DISPUTE RESOLUTION. On behalf of myself, my NTFL Participant, and all members of my family, I hereby agree to engage in good faith efforts to mediate any dispute that might arise between me, my NTFL Participant, or any family member, and any Released Party, prior to the filing of any lawsuit related to or arising out of participation in the NTFL Program or this agreement. I further agree that the exclusive venue for any mediation, lawsuit, or any other legal action related to or arising out of participation in the NTFL Program or this agreement shall be in the state courts of Tarrant County, Texas.

Parent Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Participant Name: \_\_\_\_\_

Grade: \_\_\_\_\_