

## Waivers and Releases

This Waiver and Release of Liability, and Photo and Electronic Media Release Waiver (collectively the "Mindset Athletics Waivers") must be read, signed, and submitted to league officials prior to league participation. Note that your execution of the Mindset Athletics Waivers applies to your participation in any flag football games and events organized by Mindset Athletics during 2024.

## Waiver and Release of Liability

I understand participation in flag football games and events organized or sponsored by MINDSET ATHLETICS (collectively the "MINDSET ATHLETICS Activities") is a potentially dangerous or hazardous activity that includes risks, including, but not limited to, the possibility of physical harm or injury, permanent disability, death, and damage to property. I hereby expressly and specifically assume all risks, including, but not limited to, the risk of physical harm or injury, permanent disability, death and damage to property, associated with my participation in MINDSET ATHLETICS Activities, including, but not limited to, falls, contact with other participants, weather conditions including rain, ice, snow and cold temperatures, the conditions of the field and locations, etc., all such risks being known and understood by me. I understand that, except as otherwise agreed to by MINDSET ATHLETICS in writing, MINDSET ATHLETICS does not carry or maintain health, medical or disability insurance coverage for any participants in MINDSET ATHLETICS Activities.

Having read this Waiver and Release of Liability ("WRL"), knowing, understanding and willing to assume the risks associated with my participation in MINDSET ATHLETICS Activities, and in consideration of being permitted to participate in MINDSET ATHLETICS Activities, I, for my heirs, executors, administrators, legal representatives, assigns and any other person entitled to act on my behalf, as well as myself, hereby waive, release, forever discharge, hold harmless and covenant not to sue MINDSET ATHLETICS, its successors and assigns, its Board of Directors, officers, operators, employees, agents, other participants and any other representatives of MINDSET ATHLETICS (collectively, "Released Parties") from any and all claims, demands, suits, judgments, damages, actions and liabilities, of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, which arises or may hereafter arise from my participation in MINDSET ATHLETICS Activities. I understand and acknowledge that this WRL discharges the Released Parties from any liability or claim that I may have against the Released Parties with respect to any bodily or personal injury, illness, death, or property damage that my result from my participation in MINDSET ATHLETICS Activities, whether or not caused by the negligence of the Released Parties. I understand that, except as otherwise agreed to by MINDSET ATHLETICS, MINDSET ATHLETICS does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury or illness to myself caused in any part by my participation in MINDSET ATHLETICS Activities. Except as otherwise agreed to by MINDSET ATHLETICS in writing, I hereby release and further discharge the Release Parties from any claim whatsoever that arises or may hereafter arise on account of any first aid treatment or services rendered in connection with my participation in MINDSET ATHLETICS Activities.

I expressly agree that this WRL is intended to be as broad and inclusive as permitted by the laws of the state of California as applicable, and that this WRL shall be governed by and interpreted in accordance with the laws of the State of California, as applicable. I agree that in the event that any clause or provision of this WRL shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this WRL which shall continue to be enforceable.



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## Photo and Electronic Media Release Waiver

I hereby grant permission to MINDSET ATHLETICS, its successors, assigns, licensees, and legal representatives, the irrevocable right to use my name, picture, portrait or photograph on its World Wide Web or Social Media platforms in electronic media, (e.g., video, CD-ROM, etc.) or in other printed publications or other forms of promotion without further consideration, and I acknowledge MINDSET ATHLETICS's right to crop or treat the photograph at its discretion, and waive my right to inspect or approve the finished product, including written copy, which may be created in connection therewith. I hereby grant and convey unto MINDSET ATHLETICS all rights, title and interest in any and all photographic images and video or audio recordings made by MINDSET ATHLETICS during my participation in MINDSET ATHLETICS Activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. I also acknowledge that MINDSET ATHLETICS may choose not to use my photo at this time but may do so at its own discretion at a later date.

I also understand that once my image is posted on MINDSET ATHLETICS's website or Social Media, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims the following: MINDSET ATHLETICS, the photographer, their offices, employees, agents, and designees, including league officers.

designees, including league officers. In witness whereof, I have executed this Conduct Statement, Waiver and Release of Liability and Photo and Electronic Media Release Waiver on the date indicated below. ☐ Please check the box to confirm you have read and understood the MINDSET ATHLETICS Waivers. I have read and understand MINDSET ATHLETICS's Conduct Statement, Waiver and Release of Liability and Photo and Electronic Media Release Waiver. By submitting this form, I have executed this Conduct Statement, Waiver and Release of Liability and Photo and Electronic Media Release Waiver, and realize this includes my participation in any flag football games and events organized or sponsored by MINDSET ATHLETICS. Parent/Legal Guardian Parent/Legal Guardian signature Date **Athlete Information:** Athlete's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Athlete's Name: Athlete's Name: \_\_\_\_\_ Age: \_\_\_\_ Athlete's Name: Age: