Trenton High School

Player Development Football Camp 2022

   

**PARTICIPANT WAIVER OF CLAIMS AND LIABILITY RELEASE**

In consideration of his acceptance as a participant in the Trenton High School Player Development Camp (the “Program”) held by the Trenton Public Schools (“Foundation”), the undersigned participant (“Participant”) and his parent(s) or legal guardian(s) agree to this Participant Waiver of Claims and Liability Release (the “Waiver and Release”), which will cover events occurring from the time Participant commences his participation in the Program until the termination of his participation therein.

It is the intent of the undersigned Participant and his parent(s) or legal guardian(s) (collectively, “we”) to release Trenton Public School, The United Dairy Industry of Michigan, and the USMC recruiting; and its staffs, and representatives and its direct and indirect subsidiaries; and each of their respective affiliates, officers, directors, agents, sponsors, and employees from any claims or liability to the fullest extent possible under the law. As such, the undersigned Participant and parent(s) or legal guardian(s) hereby agree as follows:

1. WE UNDERSTAND AND HEREBY ACKNOWLEDGE THAT THE PROGRAM (AND/OR THE GAME OF CONTACT FOOTBALL) PRESENTS THE INHERENT RISK OF SERIOUS BODILY INJURY, ACCIDENT OR DEATH. OUR WAIVER AND RENUNCIATION OF CLAIMS HEREIN EXPRESSLY APPLY TO ANY SUCH INJURY, ACCIDENT OR DEATH THAT MAY BE SUFFERED BY PARTICIPANT OR OTHERS RESULTING FROM PARTICIPANT’S PARTICIPATION IN THE PROGRAM (AND/OR THE GAME OF FOOTBALL).

2. We hereby waive, release and otherwise hold harmless the above listed entities from any and all liability for injury or other claims which may arise from Participant’s participation in the Program, including without limitation any claims based on negligence, for any injury to Participant or others, or any other loss, damage, sickness, accident, delay, or expenses of any kind whatsoever resulting from Participant’s participation in the Program.

3. We further agree to waive, release and otherwise hold harmless the above entities from any and all claims arising out of use of the equipment or clothing supplied to Participant for use in the Program, or the equipment or other materials used by Program staff in implementing the Program.

4. We understand and acknowledge that the above entities do not guarantee the security or safety of Program sites, of the areas adjacent to and surrounding Program sites, or of any areas Participants may traverse on their way to or from Program sites. We agree to waive, release and otherwise hold harmless the above entities from any and all claims arising out of accidents or events caused by a Participant or third parties not associated with the Program, which incidents could occur on Program sites, in areas adjacent to or surrounding Program sites, or in areas traversed by Participants traveling to our Program sites. We further release the NFL Entities from liability for any damage or injury that may occur as a result of the surface or condition of the Program site itself (e.g., the football playing field), or the condition of facilities or equipment used at the site.

5. We recognize that Participant must obey the instructions of the Program staff. We understand and acknowledge that the Program staff and Foundation representatives each reserve the right to terminate the participation in the Program of any Participant whose conduct may be considered by such person, in either’s sole discretion, to be detrimental to or incompatible with the interests and security of the Program or any of the above entity. In the event of any such action, we understand and acknowledge that we will have no right to any compensation or damages from any above entity.

6. By signing this form we represent and confirm that Participant has undergone, or will undergo prior to commencement of Participant’s participation in the Program, a full and comprehensive physical examination administered by a Board-certified physician, and affirm, on the basis of aforementioned physical examination, that Participant is physically fit to play the game of full-contact football and otherwise to participate in the Program.

7. We further understand that should any medical services be provided or made available to Participant in connection with his participation in the Program, the provision or availability of which the above entities do not sponsor or guarantee, the above entities do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the above entities be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. We also understand that the above entities cannot be held liable for any other services provided herein, including without limitation any coaching, counseling, transportation, or security services. Any core course recommendation made by any member associated with the Program is simply a recommendation and is ultimately subject to the rules of the NCAA, as the qualifying agent.

8. We hereby grant the above entities, their partners and their respective designees the right to use, without limitation, Participant’s name, image, likeness, photograph, and biographical material throughout the world in any and all media, now known or hereby created, in connection with promoting or publicizing the Program or any other endeavor.

9. If any portion of this Waiver and Release is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, we hereby agree that such determination shall not affect the balance of this Waiver and Release, but this Waiver and Release shall remain in full force and effect, as such invalid portion shall be deemed severable.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH TH E CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

ACKNOWLEDGEMENT

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Full Name of Parent or Guardian (first and last name) \*Please Print Current Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Guardian Relationship to Participant

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Full Name of Participant (first and last name)

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Signature of Participant

Address City State Zip

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Phone Number Birth Date of Participant (as 7/1/2022)

I affirm with the above signatures that I have had a MHSAA Physical in the last calendar year.