

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the tournament services of the United States Beach Flag Football Association herein to be known as USBFFA, their referees, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "USBFFA"), I hereby agree to release, indemnify, and discharge Jay DeVecchio/USBFFA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the USBFFA Tournaments, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:** muscular strains and tears, fractured bones, bruises, cuts, organ damage, nerve damage, head injuries, and psychological damage. Furthermore, USBFFA employees & referees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless USBFFA & referees from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of USBFFA' & referees equipment or facilities, *including any such claims which allege negligent acts or omissions of USBFFA & referees.*
4. Should USBFFA, & referees or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against USBFFA & referees, I agree to do so solely in the state of Virginia, and I further agree that the substantive law of Virginia shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I understand I will need to present official proof of having received an official COVID-19 vaccine shot or tested negative on a COVID-19 test within 72 hours of day 1 of play in order to participate. Without proof, I understand that I will have no access or play.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against USBFFA & referees on the basis of any claim from which I have received them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

TEAM NAME: _____

Participant Signature: _____ **Print Name:** _____

Address: _____

Email: _____

Phone: _____ Date: _____

Parents or Guardian's Additional Indemnification

(Must be completed for participants under the age of 18)

In consideration of _____, (print minor's name) ('Minor) being permitted by **USBFFA & referees** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **USBFFA & referees** from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation of Minor.

Parent or Guardian Signature

Print Name

Date