

## **Waiver and Release For Monta Vista Summer 7's Tournament**

### **Please Read Carefully Before Signing**

#### **Name and Likeness Release (Photos and Film)**

As a condition of me (if participating) and/or my minor child or ward (collectively hereinafter referred to as "I, me, my, mine") being permitted to participate in the Event referenced above and any related activities (collectively, the "Event"), wherever the Event may occur, I hereby grant irrevocable and absolute permission to Monta Vista Football and their respective parents, subsidiaries, and other affiliated or related companies, their successors and assigns (collectively, the "Distributors") to utilize my appearance, name, voice, and likeness in connection with the Event, publicity for the Event and future editions of the Event, promotion of the Event, and the promotion of all manner and media throughout the world in perpetuity . I further grant Distributors the right to photograph and/or videotape me, and/or to accept videos, photographs or other materials that I may submit in connection with the Event ("Submitted Materials") and further to display, use and/or otherwise exploit my name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised, whether acquired via the Event or Submitted Materials, throughout the universe in perpetuity (including, without limitation, in online webcasts, software, television , motion pictures , films, newspapers , and magazines) and in all forms including, without limitation, digitized images, whether for advertising, commercial, publicity , or promotional purposes including, without limitation, publication of Event results and the promotion Shock Doctor products and services (regardless whether related to the Event), WITHOUT compensation, reservation or limitation. All rights in all materials where my name, face, likeness, voice, or appearance are used by Distributor ("Materials") shall be wholly retained by Distributors and all Materials shall be Distributors sole and absolute property. All Distributors can use mine and/or my child's name, voice, and likeness and I will not sue or ask for compensation.

I further authorize distribution by the Distributors of my contact information and any information collected at registration for the Event, or from further communications between Distributors and myself, including my email address, to third parties for promotional purposes, or for any other purpose whatsoever, without compensation, reservation or limitation. The Distributors are, however, under no obligation to exercise any rights granted herein. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right, title and interest I may have

in any and all media in which any or all of my appearance, name, voice or likeness has been captured in connection with the above to the Distributors, along with full rights of assign ability.

I hereby release Distributors from, and covenant not to sue you for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Materials or the exercise of any of the rights referred to herein.

### **Physical Condition/Medical Authorization**

I declare that I am physically fit and have the skill level required to participate in the Event and/or any such activities. I further authorize medical treatment for me, at my cost, if the need arises. I and/or my child has the ability to participate in this event and/or any activities within the event and we will not sue Monta Vista High School, Fremont Union High School District, the event organizers, or any party involved. I assume ALL responsibility for any and all injuries that may occur during the event. I assume ALL responsibility for any and all injuries that may occur during the event and/or during travel to and from the event. I agree that Monta Vista High School, Fremont Union High School District, the event organizers, or any party involved are not liable for any injuries and I will not sue.

### **Equipment and Facilities Inspection**

I agree that before I participate in any portion of the Event, I will inspect the related facilities and equipment, and will immediately advise the supervisor of the Event of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions observed by me have been remedied. By my and/or my child's participation in the event, I agreed that the playing fields are safe and will not sue. I assume ALL responsibility for any and all injuries that may occur during the event and/or during travel to and from the event. I agree that Monta Vista High School, Fremont Union High School District, the event organizers, or any party involved are not liable for any injuries and I will not sue.

### **Assumption of Risk/Liability Release and Indemnity**

I understand that I, and each participant in the Event, may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that also involve the risk of severe economic and property loss and

damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other participants in the Event and the Released Parties) and from the rules of play, the challenges of the Event and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate. For the purposes hereof, the "Released Parties " are the Distributors, Monta Vista High School, Fremont Union High School District, the event organizers, all Event sponsors and/or charities, and each of their respective parents, subsidiaries, affiliated or related companies and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities. I assume all of the foregoing risks including the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature , that I or my property may suffer arising out of or in connection with the Event or my participation therein or attendance thereat. I hereby release, covenant not to sue, and forever discharge and agree to save and hold harmless the Released Parties, and the other participants in the Event, of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, damages, liabilities, claims, actions, damages, costs, or expenses of any kind or nature including, but not limited to, all attorneys' fees and disbursements up through and including any appeal (and whether accruing to me, my heirs or my personal representatives) arising out of, caused or alleged to be caused, in whole or in party, by the action, negligence, failure to act or condition of the property, facilities or equipment of any Released Party, or in any way connected with my participation in the Event and/or attendance thereat. I understand that this release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation.

This Waiver and Permission Form shall be governed by the laws of the State of Texas and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in Dallas, and I specifically waive the right to trial by jury. I certify I am 18 years of age or older and, if I am executing this Waiver and Permission Form on behalf of my child or ward, the information set forth above pertaining to my child or ward is true and complete. I agree that Monta Vista High School, Fremont Union

High School District, the event organizers, or any party involved are not responsible for lost or stolen items. I and/or my child understand all of the risks involved (both seen and unforeseen) and I accept ALL responsibility. I and/or my child will not sue Monta Vista High School, Fremont Union High School District, the event organizers, or any party involved. I agree to not hold Monta Vista High School, Fremont Union High School District, the event organizers, or any party involved for any injuries, medical bills, and/or likeness usage and I will not sue for any reason whatsoever.

PARTICIPANT FIRST/LAST NAME:

\_\_\_\_\_

PARTICIPANT DATE OF BIRTH: \_\_\_\_\_

EMERGENCY PHONE #: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_

TEAM NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant (if over 18) or Parent or Court Appointed Guardian (if Participant is under 18)

\_\_\_\_\_  
Print Name of Participant (if 18 or over) or Parent Court Appointed Guardian (if Participant is under 18)