

2024 YOUTH FOOTBALL ALLIANCE CLINIC MANDATORY WAIVER AND RELEASE

WAIVER AND RELEASE

In consideration of the undersigned participant ("Participant") being allowed to participate in the OBYFA Youth Football Clinic (the "Event") to be held on July 20, 2024, at the Orange Bowl Field at Moore Park in Miami, Florida (the "Premises"), being hosted by O.B. Youth Sports, LLC, a Florida nonprofit limited liability company (the "OBYS") from 10:00 a.m. until 12:00 p.m., and understanding and acknowledging that OBYS is a non-profit limited liability company which is receiving no monies or other monetary benefit for providing charitable support for the Event and is expressly relying on this Waiver and Release in allowing Participant to participate in the Event, we, the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind themselves and the Participant, and on behalf of our respective spouses, ex-spouses, grandparents, family members, guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing collectively, the "Releasers"), do hereby waive, release and discharge, and covenant not to sue, the OBYS, its sole member The Orange Bowl Committee, Inc., and its managers, officers, employees, volunteers and successors and assigns, Florida International University and the coaches provided by Florida International University, Miami Dade County, the owners, lessors, lessees and/or managers of any public and/or private facilities or sites used for the Event, the Event sponsors, officials, referees and all of their respective officers, directors, trustees, shareholders, members, managers, partners, employees, staff, volunteers, agents, contractors and supervisors and their successors and assigns (all of the foregoing collectively, the "Releasees") from any and all liability and/or claims that may arise directly or indirectly as a result of Participant's participation in the Event, including, without limitation, any rights, claims, causes of action, suits, liabilities, negligence, damages, personal or bodily injury, disability, paralysis, concussions or other brain injury, death, loss of consortium, property damage, costs and expenses whatsoever, whether arising at law or in equity, and whether arising before, during or after the Event, **and whether caused by the sole or joint negligence or tortious act or omission of the Releasees or any of them or any third party** (collectively, the "Claims"). The Releasers jointly and severally acknowledge that the terms of this Waiver and Release are contractual and not a mere recital. The Releasers hereby agree to indemnify and hold the Releasees harmless from all such Claims, including, without limitation, attorneys' fees. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule or common law which may limit the scope of the covenants and releases contained herein. The Releasers, and each of them, hereby agree that they will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding of any kind whatsoever, by way of action, defense, set-off, cross-complaint, counterclaim or third-party action, against the Releasees, or any of them, based on, relating to, or arising out of, or in connection with any Claims.

The Releasers are aware of, and understand fully, the inherent risks involved in connection with football activities (meaning those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner). The Releasers also fully understand that football is a violent sport and that serious injury, concussions, paralysis, brain injury, death and the other injuries mentioned above have occurred with respect to football activities, and each of them assumes full, sole and complete responsibility for, and such risks resulting from, in connection with, or in any way related to, Participant's participation in the Event, and each of Releasers assumes full, sole and complete responsibility for, and such risks resulting from, in connection with, or in any way related to, Participant's participation in the Event. The Releasers acknowledge and agree that OBYS is sponsoring the Event as part of its charitable mission and is NOT the activity provider for the regular and post-season football games and related cheerleading during those games and has no duty to the Participant or Releasers. The Releasers further acknowledge that other participants, referees, officials, bystanders, members of the public and others may act irresponsibly, engage in unsafe conduct or to the detriment of the health and wellbeing of the Participant; that OBYS is not the owner, operator or manager of the facilities or sites where the Event takes place and that there may be latent or patent defects in or around such facilities or sites over which OBYS has no control and shall have no responsibility for the conditions of the facilities or sites; and, in each instance, the Releasers and each of them voluntarily and knowingly assume such risks and waive, release and discharge, and covenant not to sue, the Releasees or any of them with respect to any Claims with respect thereto. In addition, it is acknowledged that certain

third parties, including, without limitation, providers, exhibitors or vendors may be supplying certain services, products and/or interactive features and games and that the Releasees do not warrant any such services or products and have no control over such persons or their status and, accordingly, the Releasees assume no obligation or duty with respect thereto.

NOTICE TO THE MINOR CHILD'S PARENTS/NATURAL GUARDIANS:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

By their execution below, understanding that the Releasees are relying hereon in allowing Participant to participate in the Event, the Releasors hereby represent and warrant to the Releasees, that (i) all of Participant's living parents and/or legal guardian(s), as applicable, have duly signed this Release and Waiver, and (ii) Participant has no medical condition (physical or mental) which would or could impact on the Releasees allowing Participant to participate in the Event and that the Participant is physically able to participate in the Event, and (iii) the Participant is not taking any herbal or medicinal supplement or prescription that could impact on Participant's participation in the Event. In the event the Participant exhibits signs of distress or calls for aid, if checked below, the Releasees are authorized and directed to give assistance, and the Releasors shall not hold the Releasees responsible for their actions or inactions in performing a rescue or first aid.

Comes now, the parent(s)/legal guardian's name) of full age, being duly sworn and cautioned upon his/her oath, disposes and says that:

1. I am the parent(s)/legal guardian of the "Participant".
2. I agree that my child and I will abide by the rules of the FIU coaches and OBYSL.
3. It has been explained to me and I do understand that football is a violent sport in which sportsman-like conduct must be displayed at all times. I understand that my child can become seriously injured, paralyzed or even death may occur. I consent to my child's participation in the Event.