

# 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 DelVecchio/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 and 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, City of Virginia Beach and anyone associated with setting up the event 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, and 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 hear 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 and 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.

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 and 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.

#### Print Name \*



#### Address \*

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

## Email \*

example@example.com

## Phone Number \*

Please enter a valid phone number.

#### Date \*

Month Day Year

### Signature