

Elliott Quarterback Academy

WAIVER AND RELEASE

In consideration for participation in the Elliott Quarterback Academy, [Participant's Name] _____

(the "**Participant**"), and Parent/Guardian, *if Participant is under eighteen (18) years old*, for himself/herself and for Participant, [Parent/Guardian's Name] _____

(the "**Parent/Guardian**"), hereby acknowledge and agree as follows:

- 1. Waiver of Claims / Release of Liability.** Participant and Parent/Guardian acknowledge that the sport of football and skill development training for football are inherently dangerous activities involving physical contact, and Participant's participation in the Elliott Quarterback Academy is completely voluntary. Participant and Parent/Guardian hereby agree to waive, indemnify, hold harmless, and defend EQA, LLC and Leroy High School, and their respective employees, agents, officers, staff and volunteers (collectively and individually, "The Academy"), from any and all claims arising out of Participant's participation in the Elliott Quarterback Academy, whether resulting from physical, mental, or emotional injury, loss, or property damage (collectively, "Injuries"). Participant and Parent/Guardian further acknowledge that EQA, LLC and Leroy High School, and their respective employees, agents, officers, staff and volunteers are intended third party beneficiaries of this Waiver and Release. Participant and Parent/Guardian further agree that in no event shall The Academy be liable to Participant or Parent/Guardian for any Injuries suffered in connection with participation in the Elliott Quarterback Academy. Participant and Parent/Guardian further acknowledge that this Waiver and Release shall be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Participant and Parent/Guardian further acknowledge that the scope of this Waiver and Release includes Participant's travel to, from, and during the Elliott Quarterback Academy.
- 2. Equipment.** Participant and Parent/Guardian hereby acknowledge that The Academy will provide equipment to Participant to use in conjunction with the Elliott Quarterback Academy. Participant and Parent/Guardian acknowledge that he/she/they may provide his/her own equipment, which may be inspected, tested, sized, etc. by a third party at Participant's own expense.
- 3. Publicity.** Participant and Parent/Guardian hereby give permission to use Participant's name and any fictitious name assigned to Participant for purposes of anonymity, likeness, image, voice, and/or appearance as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of The Academy activities, as well as personal data, information, and documents regarding Participant and Participant's story as an athlete. Participant and Parent/Guardian agree that The Academy may use such information, etc., for any purpose consistent with The Academy's mission. These uses include, but are not limited to narratives, stories, illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the Internet. Participant and Parent/Guardian acknowledge that Participant will not receive any compensation, etc., for the use of such information, etc., and hereby release The Academy and its assigns from any and all claims which arise out of or are in any way connected with such use.

I, **Participant**, hereby acknowledge and agree that I am over eighteen (18) years old and I have read, understood, and agree to the content of this Waiver and Release.

Participant **Signature**

Participant **Printed**

I, **Parent/Guardian**, hereby acknowledge and agree that I (1) am the legal parent or guardian of Participant; (2) have authority to execute this document for myself, my spouse, and on behalf of Participant; (3) agree that this Waiver and Release shall apply to me, my spouse, Participant, and any third party who files a claim on behalf of Participant; and (4) have read and understood the content of this Waiver and Release.

Parent/Guardian **Signature**

Parent/Guardian **Printed**

Parent/Guardian **Signature**

Parent/Guardian **Printed**

Date: _____