

The Academy of Coastal Carolina Athletic Program
Waiver, Release of Liability, Indemnification,
Consent to Medical Attention, and Statement of Physical Condition

In exchange for my being allowed to participate as a member of the (team), heretofore known as “the team” a non-profit organization under the laws of the state of North Carolina, I agree to be bound by each of the following:

1. Definitions:

- a. For the purposes of the Waiver and Release of Liability “Practices and Games” shall be construed to mean all events which are to occur as a direct result of my participation with the team, to include, but not limited to, practices, games/meets, media events, classes, camps and the like.
- b. For the purposes of this Waiver and Release of Liability “coaches” shall be construed to mean the head coach and/or anyone else involved with the team in such a capacity.

2. Voluntary participation.

- a. I understand and confirm that my participation with the team is voluntary.
- b. I understand that although my coaches will endeavor to play every player in each game for the enjoyment of all my teammates, but that the final decisions to play me in any game whatsoever are the decisions of the coaches and only the coaches.
- c. My player fee and participation in practice does not guarantee playing time in any game.

3. Identification and Assumption of Risks.

- a. I understand that serious accidents may occur during practices and games/meets and that participants in practices and games/meets occasionally sustain mortal or serious personal injuries, as well as property damage, as a consequence thereof.
- b. I understand these risks and know that my participation in practices and games/meets may involve risk of such personal injuries and property damage, including permanent disability and death.
- c. I understand that this waiver and release of liability is intended to address all of the risks of any kind associated with my participation in any aspect of practices, games or meets, including particularly, such risks created by actions, inaction, carelessness, or negligence on the part of the Team or its directors, officers, employees, agents, volunteers, successors, or assigns. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in practices, games or meets. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the football practices and games.

4. Release and Waiver.

I release the Academy of Coastal Carolina, this team and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, damage, or expense, including attorneys’ fees, in any way connected with my participation in practices, games or meets (a “claim”), whether or not caused in whole or part by the negligence or other misconduct of the team or any of the individuals mentioned above.

5. Indemnification.

I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) the Team and their directors, officers, employees, agents, volunteers, successors, and assigns from all Claims (including the cost of defending any Claim I

might make, or might be made on my behalf, that is released or waived by this instrument) in any way connected with or arising out of my participation in practices, games, or meets, whether or not caused in whole or in part by the negligence or other misconduct of the team or any of the individuals mentioned above.

6. **Binding Effect.**

This Instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Team and their successors and assigns.

7. **Consent to Medical Treatment.**

I authorize the Team to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Team. This consent does not impose a duty upon the Team to provide such assistance, transportation, or services.

8. **Statement of Physical Condition and Compliance.**

I am in proper physical condition to participate in practices, games, and meets. I have read and will comply with the training guidelines and the medical rules and policies with respect to practices, games and meets that have been supplied to me by the Team.

9. **Team Property.**

I understand that I am fully responsible for all Team property when it is in my possession. I understand that I am to return all Team property immediately after its use, unless, I have the verified consent of a Team Director, Officer, or Coach, and that all Team property must be returned no later than the date provided by the Coach. If I lose, damage, or cause an expense to the Team property, I understand that the Team shall be permitted to pursue all collection, relief, including attorneys' fees and court costs.

10. **Applicable Law.**

This instrument shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT TO MEDICAL ATTENTION, AND STATEMENT OF PHYSICAL CONDITION. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT TO MEDICAL ATTENTION, AND STATEMENT OF PHYSICAL CONDITION VOLUNTARILY.

Print Player Name: _____

Player Signature: _____ Date: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____