

Cardinal Football Clinic and R & D Athletics

PERMISSION, WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration of permitting _____ to enroll or participate in certain activities, conferences, trips, etc. described as:

Red and Black Football Clinic (the "Activity")

offered by Red and Black Football Clinic/R&D Athletics Happening on April 10th, 2022, the undersigned, on behalf of his or herself and for his or her heirs, executors, administrators and all of the assigns of any of them, hereby knowingly and voluntarily **RELEASES, WAIVES, FOREVER RELINQUISHES and DISCHARGES** RED AND BLACK Football Clinic, its trustees, officers, owners, agents, servants and employees (the "Released Parties") from any and all claims, causes of action, liability of any type whatsoever including but not limited to liability for personal injury, property damage or wrongful death occurring to him or her arising as a result of, incidental to or related to engaging in the Activity, whether the same shall arise by the negligence of any of the Released Parties or otherwise.

BY SIGNING THIS AGREEMENT, IT IS THE INTENTION OF THE UNDERSIGNED TO EXPRESSLY ASSUME ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY, SICKNESS, OR DEATH TO THE EXCLUSION OF Red and Black FOOTBALL CLINIC, R&D ATHLETICS, THE TOWN OF Middletown, AND Wesleyan University AND TO EXEMPT AND RELIEVE RED AND BLACK FOOTBALL CLINIC, R&D ATHLETICS, THE TOWN OF Middletown, AND Wesleyan University FROM LIABILITY FOR PROPERTY DAMAGE, PERSONAL INJURY, SICKNESS, OR DEATH, INCLUDING WHERE CAUSED BY NEGLIGENCE.

The undersigned for him/herself, his/her heirs, executors, administrators and/or assigns of any of them agrees that, in the event any claim for property damage, personal injury or wrongful death shall be prosecuted against **RED AND BLACK FOOTBALL CLINIC, R&D ATHLETICS, THE TOWN OF Middletown, AND Wesleyan University** arising out of, incidental to or related to him/her and the Activity, he/she shall indemnify and hold harmless **RED AND BLACK FOOTBALL CLINIC, R&D ATHLETICS, THE TOWN OF Middletown, AND Wesleyan University** from any and all claims, causes of action, liability, damage, cost or expense by whomever or wherever made or presented arising as a result thereof.

The undersigned acknowledges that he/she has read this Agreement, has been fully and completely advised of the potential dangers incidental to engaging in the Activity and is fully aware of the legal consequences of signing this Agreement.

CIRCLE ONE: Participant Parent/Guardian Other _____

Printed Name Signature Date Date of Birth

For Minors

Parent/Guardian Printed Name Parent/Guardian Signature Date