

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY**

The undersigned hereby acknowledges that he/she understands that his/her child's participation in any sports activity is purely voluntary. He/she agrees that by signing this RELEASE that it will have the effect of releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that he/she may have or have had whether past, present or future, whether known or unknown, and whether anticipated or unanticipated against William (BJ) Durel ("Durel") or Durel Football, LLC ("DF"), arising out of his/her or his/her child's participation in any activities conducted by Durel or DF.

The undersigned acknowledges that he/she is responsible for determining with his/her health care provider whether or not he/she or his/her child is physically capable of safely participating in the Academy and any associated voluntary activities. He/she understands that he/she should not participate in activities or allow his/her child to participate in activities if he/she or his/her child cannot do so safely. By signing this release, he/she represents that he/she and/or his/her child is in good physical condition and have no disabilities, diseases, illnesses, or other conditions that could prevent them from participating in the activities conducted by Durel or DF without injuring themselves.

In consideration of Durel making any equipment, funding, instruction and/or facilities available to the undersigned or the undersigned's child while participating in any sports activity, the undersigned on behalf of himself/herself and behalf of his/her child hereby releases and agrees to hold harmless Durel and DF, their subsidiaries, affiliates, directors, officers, employees or agents, personal representatives, estate, heirs and assigns from any and all claims, demands, suits and causes of action whatsoever, in any way growing out of or resulting from the participation of the undersigned's or the undersigned's child in any sports activity. This release may be asserted by Durel, DF or any of their subsidiaries, affiliates, directors, officers, employees or agents, personal representatives, estate, heirs and assigns as an absolute bar to any suit by or on behalf of the undersigned, the undersigned's child and their personal representatives, their estates, heirs, or assigns, or anyone asserting a claim arising out of the undersigned's or the undersigned's child's personal injury, property damage, illness (Coronavirus included), or death, regardless of the cause or causes of such injury or death.

The undersigned on behalf of himself/herself and on behalf of his/her child further agrees that he/she understands that participation in sports activities involve a substantial risk of bodily injury, property damage, illness (Coronavirus included), or death, including injury or death arising from the fault of others, and that by participating in sports activities he/she expressly assumes the risk of any such injury or death to his/her child. The undersigned further agrees that he /she is responsible for any costs arising out of any bodily injury, property damage, or death sustained through participation in sports activities. The undersigned hereby covenants and agrees on his/her own behalf, his/her child's behalf and on behalf of their personal representatives, estates, heirs, assigns, or any other party, to indemnify and hold harmless Durel and DF, their subsidiaries, affiliates, directors, officers, employees or agents, personal representatives, estate, heirs and assigns from any and all damages, costs, expenses and attorney fees incurred as a result of any claim, demand, suit, or action instituted on behalf of the undersigned or his/her child, or any other party arising out of sports activity.

The undersigned on behalf of himself/herself and on behalf of his/her child agrees that this document is a valid and binding contract and not a mere recital. This agreement is to be interpreted and enforced under the laws of the State of Ohio, with jurisdiction and venue in the State of Ohio, County of Hamilton. If any part of this agreement should be declared unenforceable, the remaining parts shall be given full force and effect.

The undersigned on behalf of himself/herself and on behalf of his/her child agrees that the Academy has the right to use pictures and video of DF events for marketing purposes.

**READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING BELOW. THIS RELEASES DUREL AND THE ACADEMY FROM ANY LIABILITY RESULTING FROM YOU OR YOUR CHILD'S PARTICIPATION IN SPORTS ACTIVITIES.**

**I have carefully read, and I understand completely and clearly the above provisions and agree to be bound thereby. I enter this agreement freely and voluntarily.**

Executed this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_ (year).

\_\_\_\_\_  
Signature of Participant (18+)

\_\_\_\_\_  
Printed Name of Participant (18+)

\_\_\_\_\_  
Signature of Guardian/Parent (required)

\_\_\_\_\_  
Printed name of Guardian/Parent (required)

\_\_\_\_\_  
Print Child's Name (under 18)