

Player Combine Participation Agreement And Waiver of Claims

In consideration of the request of the undersigned participant (the "Participant") to participate in football Combines (each, a "Combine") conducted under the auspices of the Gridiron Developmental Football League, the Participant hereby agrees with GDFL Enterprises, INC (the "GDFL") in this GDFL Participation Agreement (this "Agreement") as follows:

1. Participant hereby requests permission from the GDFL to participate in the Combine. Participant acknowledges that participation in the Combine involve risks, including the risk of serious bodily injury and death. Participant accepts all the risks of participating, even if they are created by the carelessness or negligence of a Released Party or anyone else. Participant represents that he or she has consulted with a physician and has not been advised by a physician that participation in the Combine would be dangerous or inadvisable in light of Participant's physical condition. Participant agrees that he or she is solely responsible for the selection and condition of his or her own equipment.

2. Participant hereby fully releases, discharges and waive any Claims Participant may have, now or in the future, against the Released Parties, even if Claims are based on the carelessness or negligence of a Released Party or anyone else. ("Claims" as used in this document means all claims, demands, and legal actions, arising out of damage, injury or death of participant while engaging in any Combine or any of its associated activities, which I or my heirs or personal representative could make. "Released parties" as used in this document means GDFL, its members, owners, officer, directors, employees, agents and representatives, the owner of the facility where any Combine takes place, all sponsors of the GDFL, each independent contractor hired by GDFL, or any of its subcontractors, in connection with the publication and conduct of the Combine, and the governing bodies, directors, officers, representatives, agents, employees, medical personnel, and volunteer staff of each of the foregoing.)

3. Participant hereby covenants and agrees not to sue any Released Party for Claims, even if the Claims arise from the carelessness or negligence of any Released Party or anyone else. Participant agrees to indemnify and hold harmless each Released Party, from any loss or liability (including any reasonable attorneys fees they may incur) defending any Claim made by Participant or by anyone making a Claim on behalf of Participant, even if the Claim is alleged to or did result from the carelessness or negligence of a Released Party or anyone else.

4. Participant hereby grants to GDFL the irrevocable, unrestricted, unlimited right and permission to use, make derivative works, reproduce, publish, and exhibit in any form, in any medium, whether existing or to be developed, and in any manner whatsoever any and all sounds, quotations, statements, photographs, motion pictures, video recordings, audio recordings, digitized sounds or images or other means of reproduction of the Participant's physical likeness taken or words or statements said by Participant, including without limitation Participant's name and statements concerning Participant's participation in the Combine, at or in connection with the Combine (the "Sounds and Images"), without restriction as to purpose or the date of use. Participant hereby assigns all copyrights provided under the Copyright Laws of the United States Participant may have in any such Sounds and Images to GDFL. If requested by GDFL, Participant agrees to execute any additional documents necessary to effectuate the GDFL's sole ownership of all copyrights in the Sounds and Images. Participant also expressly permits GDFL to transfer any rights granted in this document to any other party. Participant hereby waives any and all rights Participant may have to inspect or approve any of the finished or unfinished Sounds and Images, or to approve the use made of any such Sounds and Images, so long as they are used for lawful purposes. Attendee also waives any moral rights or rights of publicity Participant may have with respect to any of the Sounds and Images

5. Participant represents and warrants that he or she is over 18 years of age and has fully read and understood this Agreement. Participant acknowledges that he or she has had the opportunity to consult an attorney before signing this Agreement. Participant acknowledges that he has not been promised any compensation from GDFL for signing this Agreement. Participant agrees that this Agreement will be construed and enforced in accordance with the laws of the State of Tennessee and Participant agrees that any dispute concerning this Agreement may be litigated only in the state and federal courts sitting in the Western District of Tennessee and that any claim, suit or proceeding filed in any other jurisdiction should be dismissed. If any portion of this Agreement is invalid or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

6. In the event of any medical emergency the Participant grants permission to GDFL or other emergency responders to provide medical care.

7. Participant agrees that NEITHER GDFL NOR ANY OF THE RELEASED PARTIES SHALL HAVE ANY LIABILITY LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY INJURY OR DEATH SUFFERED BY PARTICIPANT IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN ANY COMBINE. GDFL AND THE RELEASED PARTIES. EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. By checking the "I Agree" button next to the digital signature on the registration page, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "I Agree" you consent to be legally bound by this Agreement's terms and conditions.

9. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and GDFL Enterprises Inc. or Gridiron Developmental Football League Inc.
