

**FELLOWSHIP OF CHRISTIAN ATHLETES**  
**PARTICIPATION AGREEMENT AND RELEASE AND WAIVER OF CLAIMS**

This participation agreement and release and waiver of claims (hereinafter the "Agreement") is entered into by and between: Fellowship of Christian Athletes (the "Sponsor"), a non-profit organization, having its national headquarters in Kansas City, MO, dedicated to charitable and/or religious purposes and whose local address is (ATTN: John Elliott) 3500 N A ST. Suite 2420 Midland, TX 79705; and the prospective participant (the "Player") and their parent(s), whether one or more (the "Parents") and/or his/her legal guardian (the "Guardian") whose name and signatures appear below. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sponsor agrees with Player, Parents/Guardian as follows:

1. **NATURE OF GAME ACTIVITIES.** Sponsor, in conjunction with other sponsors, volunteers and affiliates, shall stage and present in 2026 the Marks Family Classic All-Star Games (the "Game"): a high school all-star football game, a volleyball game, cross-country run, golf rounds and a community 5k run in Midland & Odessa, Tx on June 10-13 between Players from in and around the Permian Basin for the purpose of (among other things) the fostering of athletic competition and clean sportsmanship among the participants, the free association of athletics and coaches in a Christian environment and the generation of charitable revenues to support the activities of the Fellowship of Christian Athletes. The Games shall be played by and among high school athletes who have graduated from their respective high school in the class of 2026. The divided teams shall compete under the rules promulgated by the NCAA and the games shall be officiated by officials to be selected by the Sponsor. Player agrees to play and participate in the game, in accordance with the terms and conditions of the agreement, with the full consent and approval of the Player's Parents and/or Guardian. As the game is an amateur event, the Player shall receive no financial compensation or salary for his/her participation therein. Player agrees to abide by the reasonable rules and policies established by the Sponsor and/or the coaching staffs of the respective teams (from time to time) and, in the event of a violation of such rules and policies, Player may be subject to disciplinary action including, but not limited to, removal from the Game roster and suspension from participation in the Game and/or sent home (such decision being left to the sole discretion of the Sponsor). There shall be no fee charged by the Sponsor to any Player relating to this Agreement, but Player shall bear any, and all expenses incurred in his preparation for and his participation in the Game, except as expressly stated in this Agreement. Player shall be provided with a schedule of Game activities and practices/preparation therefore by the Sponsor about *one month prior*, with practices expected to commence on or about Wednesday, June 10 for football, volleyball, golf, cheer, cross-country and athletic trainers. Players will reside at a local hotel with Sponsor volunteers. Transportation will be arranged by Sponsor. Players will be fed by the Sponsor on all practice days and the day of the Game. Player, by executing the Agreement, authorizes and empowers Sponsor to utilize Player's name, likeness, photograph, videotape and similar images and related information about Player in the reasonable Sponsor app, printed program, promotion, advertisement, and media coverage of the Games.
2. **USE OF EQUIPMENT AND FACILITIES.** Sponsor (and/or its affiliates) will provide and make available to Player the typical equipment to be worn and utilized by Player during any practices for and participation in the Game (the "Equipment"), including, but not limited to: football mouthpieces, football/volleyball knee pads and practice equipment for all sports. The Sponsor shall further provide each Player with the use of jerseys for all practices and a Game jersey, which shall become the property of the Player following the Game. The Player shall be responsible for providing and supplying the following for his/her personal use: football shoulder pads, girdles and helmets, shoes, socks, jocks, shorts, golf equipment and additional pads for extremities. Player assumes all risks, of all kinds and nature, known or unknown, arising from Player's use of the Equipment or any athletic facilities.
3. **MEDICAL/HEALTH INSURANCE.** Player warrants and represents to Sponsor that he/she has secured (or will secure prior to any participation in the Game preparation or playing) and is covered by such health and/or medical insurance coverage as Player and Parents/Guardian deems adequate and sufficient to insure against any losses due to injury from the Game and related activities (hereinafter the "Player's Insurance"), as described in Player's written application for participation. If requested by Sponsor, Player shall provide additional information relating to such Player's Insurance and/or written verification thereof. In the event of a Game-related injury to Player which requires medical care, Player agrees to first make a claim against Player's Insurance (if any) and exhaust such coverage prior to claiming against any policy of health/medical insurance held by Sponsor for Game-related injuries to Players (if any).
4. **PHYSICAL CONDITION OF PLAYER.** Player represents and warrants to Sponsor that he/she is physically fit and, at the execution of the Agreement, is sufficiently conditioned to meet the physical demands of practice for and participation in the Game. Player further warrants and represents that he/she was an active participant in football, volleyball, golf, cheer, cross country or athletic training activities in high school and that the foregoing representation is based upon his/her own experience in the required physical training and preparation for playing. The Player further warrants and represents that he/she has no known physical or mental condition, defect or injury that would impair his/her capability for full participation in the Game. Sponsor reserves the right to make final determination on physical condition of Player and their participation in practices and games.
5. **COACHES, TRAINERS AND STAFF.** All members of the coaching and athletic training staff for the games have been selected by the Sponsor, with said coaches and trainers participating on a voluntary basis with permission of their respective employers/school districts. While the Sponsor reasonably believes that these volunteers possess the requisite skills, training, and experience to discharge their respective obligations in the preparation and playing of the games, their actions, decisions and strategies while serving as coaches and trainers shall be made independent of the Sponsor.
6. **CAPACITY OF PARTIES.** All representations, warranties, covenants, agreements, releases, waivers, and discharge of or by Player herein shall be deemed to be adopted, ratified, approved and consented to by (and binding upon) Parents and Guardian, including, but not limited to, the release/waiver provision(s) below. Player, Parents and Guardian, in addition to executing this Agreement in their individual capacities, further consent and agree on behalf of the other(s) to the extent permitted by law and their respective relationship with such other party(s).
7. **WAIVER AND RELEASE.** The Player acknowledges that their participation in Game-related activities is voluntary and done at his/her own risk. Player, by virtue of his/her own experiences, understands and acknowledges that football/volleyball/golf/cheerleading/cross-country/athletic training are inherently dangerous sports and that participation in these activities and the Games might result in Player sustaining mortal or serious personal or bodily injuries as a consequence thereof. The Player further understands that playing the above sports (including the Game) involves certain risks, including travel to and from the site of the activity, severe physical contact and possible reckless conduct of other participants. These risks also include, but are not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs. Player also understands that any Equipment utilized for his/her protection may be inadequate in preventing serious injury. Knowing such risks, Player nevertheless agrees to assume those risks and to release and hold harmless each of the following person/entities who, through negligence or carelessness or otherwise, might be liable to Player for damages (such parties being hereinafter referred to, individually and collectively, as the "Released Parties"): University Interscholastic League (UIL); Sponsor (including the national organization and local Chapters); Midland ISD, Ector County ISD, University of Texas Permian Basin (UTPB), Sibley Nature Center and the Player's prior school district; any and all sponsors, donors, churches, contributors and financial supporters of the Game and the Sponsor's facilitation thereof; Coaches, trainers and other facilitators of the Game; hotels and churches proximate to the Game. Player and Parents/Guardian, for themselves and on behalf of their respective heirs, administrators, executors and representatives, hereby release, waive and forever discharge the Released Parties (as well as their respective officers, directors, shareholders, agents, representative, administrators, executors, predecessors in interest, successors in interest, affiliate, attorneys, heirs and assigns) from any and all claims, demands, debts, suits, claims and causes of action, past present and future, whether known or unknown, of any nature whatsoever, whether in tort (including, without limitation, acts of active negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, whether now known or unknown, suspected or unsuspected, which are based upon, arise out of or relates or pertain to or are in any way connected to (a) the Agreement, and (b) the Game or any practice or activity relating thereto. This release and waiver specifically include

claims which any party may not know of or suspects to exist in their favor, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Agreement.

8. **CONSENT TO TREATMENT.** Sponsor and the coaches/trainers are hereby authorized to, in the exercise of their reasonable judgment, to facilitate the rendering of first aid and/or medical assistance in the event of an injury to Player. Player understands and agrees that the rendering of any medical or other services to Player, or at the instance of, by Sponsor or any coach, trainer or any person/entity identified in Paragraph 7 above, is not an admission of liability to provide or to continue to provide any such services and is not a waiver of any right(s) hereunder.
9. **RELEASE TO USE IMAGE AND LIKENESS.** Throughout the event, the Sponsor or its representatives takes photographs or videotape recordings of the Players involved in activities. Such photographs or video recordings may be used by staff and participants to remember the activities and participants, as well as publicizing on social media platforms. Local news organizations may hear of the Sponsors events, and the Sponsor may invite or allow them to photograph or record the week's events for news reporting or special interest features. This consent includes but is not limited to: photographs, videotape, audio recordings, etc. Furthermore, by executing this agreement, news media and Sponsor can use the Players interviews, photographs and audio/visual recordings in publications or advertising materials to tell others about the Sponsor. These images may also be used by the Sponsor or its agents to produce ministry resources for staff training, Camp or Campus ministries, or other uses to promote the Sponsor. The Sponsor may also make these materials available for sale to the public.
10. **MISCELLANEOUS.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, superseding all prior understandings, agreements or discussion, and cannot be modified, amended or altered except by a written instrument signed by all parties. This Agreement shall be governed by and construed under the laws of the State of Texas and is wholly performable in Midland and Ector Counties in Texas. The headings of paragraphs in the Agreement are for convenient reference purposes only and are not to be utilized in the construction or interpretation of any provision. In the event a suit is filed to enforce any right hereunder, the prevailing party shall be entitled to recover, in addition to any other damages, said party's heirs, successors, executors, administrators and personal representatives.

**THE PLAYER AND PARENT/GUARDIAN HAS CAREFULLY READ THE FOREGOING AGREEMENT BEFORE ITS EXECUTION AND UNDERSTANDS THE TERMS AND EFFECT OF THE SAME.**

**PLAYER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

High School: \_\_\_\_\_

Do you have medical insurance? Yes: \_\_\_\_ No: \_\_\_\_

**PARENT OR GUARDIAN:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Player: \_\_\_\_\_

## Conduct Agreement

Participation in the Permian Basin FCA All-Star Games is a tremendous privilege and is to be honored. I therefore will conduct myself, during the time leading up to and during the all-star week of celebration, in a manner befitting my selection. Any violation of school policy that results in suspension and/or violation of law could result in my removal from the Permian Basin FCA All-Star Class of 2026. I understand that I represent my school, my teammates, my family, my community, and Permian Basin Fellowship of Christian Athletes and will represent them in a manner that will make them proud.

## Commitment for 2026 Permian Basin All-Star Games

I fully understand and agree that my participation in the Permian Basin FCA Marks Family Classic All-Star Games is a serious commitment and honors the Permian Basin FCA's substantial investment of time, effort, and financial resources. By choosing not to attend, I acknowledge that I would disregard and waste the significant resources and support that Permian Basin FCA has devoted to making this event possible. The only exceptions to this policy are verifiable cases of serious illness, injury, or the death of a family member. Last, I further acknowledge and agree that all athlete sponsorship funds raised on my behalf are non-refundable.

All-Star's Signature (required): \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

### SUBMIT THIS SIGNED FORM BY SUNDAY, FEBRUARY 15, PLUS:

- a copy of **BOTH SIDES OF YOUR HEALTH INSURANCE CARD**, if applicable.
- a copy of an updated physical from within 12-24 months of the 2026 Permian Basin All-Star Game dates, which you should be able to obtain from the head coach or athletic trainer on your high school's campus.
- a copy of the Permian Basin FCA 2026 All-Star Participant Medical Questionnaire.

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FOR OFFICE USE ONLY: PERMIAN BASIN FELLOWSHIP OF CHRISTIAN  
ATHLETES ACCEPTED TO PARTICIPATE BY:

\_\_\_\_\_  
John Elliott, Permian Basin FCA Metro Director

\_\_\_\_\_  
Date accepted by Permian Basin FCA

