

# 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 Christian Athletes, a non-profit organization, having its national headquarters in Kansas City, MO, dedicated to charitable and/or religious purposes and whose local address is NETX FCA (ATTN: Robert Bardin) 301 W. Ferguson, Tyler, TX 75702 (the "Sponsor"); 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 and Guardian as follows:

**NATURE OF GAME ACTIVITIES.** Sponsor, in conjunction with other sponsors, volunteers and affiliates, shall stage and present high school ALL-STAR football, cheer, softball, soccer and baseball (the "Sport") games between Players from in and around the Northeast Texas area ("the Game") on Friday, May 31, 2024, at Tyler Legacy High School, and Saturday, June 1, 2024, CHRISTUS Trinity Mother Frances Rose Stadium, Tyler, 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 2024. The divided teams shall compete under the rules promulgated by the NCAA and the game 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, Player shall receive no financial compensation or salary for his 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 (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 on or about May 20, 2024, with practices expected to commence on or about Thursday, May 30, 2024. Player will reside on the campus of Tyler Junior College. Transportation will otherwise be arranged by Sponsor. Player will be fed by either 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 sport-related information about Player in the reasonable promotion, advertisement and media coverage of the Game.

**USE OF EQUIPMENT AND FACILITIES.** Sponsor (and/or its affiliates) will provide and make available to Player the typical Sport equipment to be worn and utilized by Player during any practices for and participation in the Game (the "Equipment"), including, but not limited to the use of jerseys for practices (football only) and a Game jersey, which shall become the property of the Player following the Game. Player shall be responsible for providing and supplying the following for personal use: shoes, socks, shorts, mouthpieces, shoulder/hip/thigh/knee pads, game and practice pants, and any additional pads for extremities and as it applies, cheer uniform, gloves, bats, hats, cleats and helmets. Player assumes any and all risks, of every kind and nature, known or unknown, arising out of Player's use of the Equipment or any athletic facilities.

**MEDICAL/HEALTH INSURANCE.** Player warrants and represents to Sponsor that he 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).

**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 was an active participant in the Sport activities in high school and that the foregoing representation is based upon his own experience in the required physical training and preparation for playing the Sport. Player further warrants and represents that he has no known physical or mental condition, defect or injury that would impair his capability for full participation in the Game.

**COACHES, TRAINERS AND STAFF.** All members of the coaching and athletic training staffs for the Game 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 Game, their actions, decisions and strategies while serving as coaches and trainers shall be made independent of the Sponsor.

**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).

**WAIVER AND RELEASE.** Player acknowledges that their participation in Game-related activities is voluntary and done at their own risk. Player, by virtue of his own experiences, understands and acknowledges that participating in the Sport is inherently dangerous and that participation in the Sport and the Game might result in Player sustaining mortal or serious personal or bodily injuries as a consequence thereof. Player further understands that playing the Sport (including the Game) involves certain risks, including, but not limited to, 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 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 Northeast Texas FCA); Tyler Junior College; Softball and Baseball games locations, Practice Fields; Tyler Legacy High School, Tyler ISD, CHRISTUS TMF Stadium; Any and all sponsors, donors, contributors and financial supporters of the Game and the Sponsor's facilitation thereof; Coaches, trainers and other facilitators of the Game; Player and Parents (such parties being hereinafter referred to, individually and collectively, as the "Released Parties"): University Interscholastic League (UIL); Sponsor (including the national organization and local Northeast Texas FCA); Tyler Junior College; Softball and Baseball games locations, Practice Fields Tyler Legacy High School, Tyler ISD, CHRISTUS TMF Stadium; Any and all sponsors, donors, contributors and financial supporters of the Game and the Sponsor's facilitation thereof; Coaches, trainers and other facilitators of the Game; Player and Parents and Guardians, 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 includes 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.

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.

MISCELLANEOUS. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, superseding all prior under standings, 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 Smith County, TX. 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 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. EACH PARTY HAS CAREFULLY READ THE FOREGOING AGREEMENT BEFORE ITS EXECUTION AND UNDERSTANDS THE TERMS AND EFFECT OF THE SAME.

Signed this day, the 18th of February, 2024, to be effective upon acceptance and on the date of execution by Sponsor.

FELLOWSHIP OF CHRISTIAN ATHLETES

By: Robert Bardin

Printed Name: Robert Bardin

Title: Northeast Texas FCA Area Director

Date accepted by Sponsor: February 18, 2024

PLAYER:

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

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

PARENT(S) OR GUARDIAN:

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

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

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