

Dennis Yarmouth Dolphin Youth Football Association, Inc.
Waiver of Liability, Assumption of Risk, and Indemnity Agreement

IN CONSIDERATION OF my child/ward, _____, (hereafter "Child"), being allowed to participate in Dennis Yarmouth Dolphin Youth Football Association, Inc. (DYYFA) activities, including but not limited to football, training, practice, games, clinics, competitions, social events, fundraising, cheering, dance, and transportation to and from the above, (collectively "Activities") the undersigned acknowledges and agrees that:

1. I UNDERSTAND THAT THE RISK OF INJURY TO MY CHILD FROM PARTICIPATION IN DYYFA ACTIVITIES, IS SIGNIFICANT, including the potential for serious injury to my child's health, head, limbs and body, with the possibility of permanent disability, concussion, paralysis, and death. While particular rules and equipment may reduce this risk, the risk of serious injury to my child is inherent to the sport of football and other DYDYFA Activities. THEREFORE, I hereby consent to the administration of first aid to treat any medical condition or emergency afflicting my child and also acknowledge that there is no duty owed by DYDYFA volunteers to provide any services themselves.

2. AS A CONDITION OF MY CHILD'S PARTICIPATION, I, for myself, my spouse, child, assigns, and representatives (collectively the "RELEASORS"), **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS DYDYFA**, its coaches, officers, directors, officials, volunteers, other participants, hosts, sponsors, advertisers, and their representatives, as well as the owners and lessors of premises used to conduct the Activities (collectively the "RELEASEES"), **WITH RESPECT TO ANY AND ALL LIABILITY, ILLNESS, CONCUSSIONS, INJURY, DISABILITY, DEATH, LOSS OR DAMAGE OF ANY KIND TO PERSON OR PROPERTY, INCIDENT TO MY CHILD'S ATTENDANCE OR PARTICIPATION IN DYDYFA ACTIVITIES, EVEN IF ARISING FROM ANY NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. I PERSONALLY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF ILLNESS OR INJURY, KNOWN AND UNKNOWN, TO MY CHILD, MYSELF, MY SPOUSE, FAMILY AND PERSONAL PROPERTY, relating to any attendance or participation in DYDYFA Activities, even if arising from the negligence of Releasees. **I, ON BEHALF OF MYSELF, MY CHILD, MY FAMILY, AND REPRESENTATIVES, VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO SUE**, including but not limited to the right to file claims, actions, or litigation in any court of law against Releasees in order to recover any costs, expenses, medical or legal fees, related to injuries or damages resulting from attendance or participation in DYDYFA Activities, including from defective equipment or property owned, maintained or controlled by any Releasees, even if arising from the clear negligence of the Releasees. If I become aware of any safety concern relating to my child's attendance or participation in any DYDYFA activities, I will immediately remove my child from the activity and bring it to the attention of an official, coach, officer, or director of DYDYFA; and

4. SHOULD A DISPUTE ARISE, I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING MY RIGHT TO SUE and that any ongoing disputes with DYDYFA or Releasees will be resolved solely by mediation or binding arbitration, in lieu of litigation, in Barnstable County, Massachusetts; the expense of which will be paid by me. This Agreement contains all of the terms between the parties and must be construed under the laws of the Commonwealth of Massachusetts. If any portion of this Agreement shall be deemed unenforceable, the remainder shall retain its full force and effect.

5. BY MY SIGNATURE BELOW, I confirm that I have explained the risks of participation in DYDYFA Activities to my child, as well as our obligation to follow all of the rules and regulations and to conduct ourselves in a respectful and courteous manner at all times, on and off the field. I understand that violation of the rules and regulations, or unsportsmanlike conduct, such as refusing to follow instructions from a coach or official, using profane language or gestures, taunting, booing, heckling, bullying, threatening, smoking, or ingesting alcohol or non-prescription drugs during any Activity, by my Child, myself, our family members, or guests may be cause for removal from the Activity, suspension from future Activities, or, in extreme cases, unrefunded dismissal of my child from the program. I give permission to photograph my child and to the reasonable distribution of his/her name and likeness to the media and general public in relation to DYDYFA activities.

BY SIGNING BELOW, I SWEAR THAT I KNOW THERE IS A RISK OF SERIOUS INJURY TO MY CHILD THROUGH PARTICIPATION IN DYDYFA ACTIVITIES, AND I SIGN THIS AGREEMENT VOLUNTARILY KNOWING THAT I AM UNDER NO OBLIGATION TO REGISTER MY CHILD FOR DYDYFA ACTIVITIES, AND WOULD NOT SIGN, IF I DID NOT FULLY UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS.

Parent/Guardian: _____

Signature

_____ Date: __/__/__

Print Name

This Agreement shall be kept on file for 7 years, or longer in the event of an injury.