

WAIVER AND RELEASE AGREEMENT

In consideration of my being permitted to participate in the activities of the National Football Foundation - Hawai'i Chapter and 808 PRO Day I agree to the following Waiver and Release:

I acknowledge that 808 PRO Day has inherent risks, hazards, and dangers for anyone, that cannot be eliminated. I understand that these risks, hazards, and dangers include without limitation the possibility of property damage, bodily injury, paralysis, and even death.

I understand the activities I am subjecting myself to may require good physical conditioning and a degree of skill and knowledge. I believe I have good physical conditioning and the degree of skill and knowledge necessary to engage in these activities safely. My participation in the activity is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks. I am voluntarily participating in 808 PRO Day with full knowledge of the inherent risks, hazards, and dangers involved, and hereby assume and accept any and all risks of property damage, injury, paralysis or death.

Lastly, I, for myself, my heirs, successors, executors and subrogees, hereby knowingly and intentionally waive and release, indemnify and hold harmless the National Football Foundation - Hawai'i Chapter and 808 PRO Day their directors, officers, agents, employees, sponsors and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities.

I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue the National Football Foundation - Hawai'i Chapter and 808 PRO Day as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of the National Football Foundation - Hawai'i Chapter and 808 PRO Day.

Participant further agrees that the National Football Foundation - Hawai'i Chapter and 808 PRO Day shall have the right to photograph, record, broadcast, and otherwise exploit in any and all media throughout the world Participant's activity/performance in the California Showcase and to use Participant's name, likeness, voice, and biographical information in connection therewith.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

PARTICIPANT:

SIGNATURE

DATE

PRINT NAME

MAILING ADDRESS

PHONE NUMBER

CITY, STATE, ZIP

For Participants under the age of 18:

I am the parent or legal guardian of the child whose name and signature appear above. I have read and understand this waiver, release, and indemnification agreement, and consent on behalf of the participant to its terms.

SIGNATURE

DATE