

FATHERS AND FOOTBALL

McKinney, TX | fathersandfootball.org

Texas Nonprofit File No. 0806562597 | EIN 42-1980182

501(c)(3) public charity

Participant Waiver, Assumption of Risk, and Release of Liability

Effective Date of Form: August 24, 2026

Fathers and Football, a Texas nonprofit corporation (“FAF,” “we,” “us,” “our”), operates youth flag football programs, clinics, combines, camps, and tournaments for participants in various age divisions. Flag football involves physical activity and carries inherent risks. This waiver and release describes those risks and constitutes a binding agreement between you (the signing party) and FAF.

This document addresses physical participation risk only. A separate [Photo, Video & Media Release and Consent](#) governs the use of photographs and recordings taken during FAF activities. Both documents are required for participation.

1. Activities Covered

This waiver covers participation in any and all FAF-sponsored or FAF-affiliated activities, including but not limited to:

- Regular-season practices and games (including all Frisco Elite divisions, 7U through 14U, boys’ and girls’)
- NFL FLAG-sanctioned league play
- Texas Flag Football Association-sanctioned tournaments (including Zorts-run events)
- Combines, skills clinics, camps, and training sessions
- Scrimmages, exhibition games, and invitational events
- Travel to and from FAF events (to the extent organized or facilitated by FAF)

2. Inherent Risks of Participation

Flag football, like all sports involving physical activity, carries inherent risks that cannot be eliminated regardless of the care taken to avoid them. By signing this waiver, you acknowledge that the following risks exist and that participation is voluntary:

- (a) **Physical contact and collision.** Although flag football is a non-tackle sport, incidental physical contact between participants is common and can result in bruises, abrasions, sprains, strains, fractures, concussions, dental injuries, and other bodily injuries.
- (b) **Overexertion and heat-related illness.** Outdoor physical activity in Texas, particularly during summer months, creates risk of heat exhaustion, heat stroke, dehydration, and related conditions.
- (c) **Field and facility conditions.** Playing surfaces may be uneven, wet, slippery, or contain debris. Goals, sideline equipment, fencing, parking areas, and spectator areas may present hazards.
- (d) **Equipment.** Flags, belts, cones, and other equipment may malfunction, break, or cause injury during normal use.
- (e) **Weather.** Lightning, extreme heat, high winds, and other weather conditions may create dangerous playing conditions. While FAF follows weather-safety protocols, weather is unpredictable and risk cannot be fully eliminated.
- (f) **Actions of others.** Other participants, coaches, volunteers, spectators, or third parties may act negligently or recklessly, causing injury. FAF cannot guarantee the conduct of every person present at an event.
- (g) **Pre-existing conditions.** Physical activity may aggravate pre-existing medical conditions, injuries, or allergies that FAF may not be aware of.
- (h) **Catastrophic injury.** In rare cases, participation in any sport can result in permanent disability, paralysis, or death.

This list is illustrative, not exhaustive. Other risks not described here may also exist.

3. Assumption of Risk

By signing this waiver, you voluntarily assume all risks associated with the participant's involvement in FAF activities, whether described in Section 2 or not. You confirm that the participant is physically able to

participate and that you have disclosed all known medical conditions, allergies, physical limitations, or other health concerns to FAF in the participant's registration. You understand that FAF will rely on the

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completeness and accuracy of your medical disclosures when supervising the participant, and that your failure to disclose a known medical condition may affect FAF's ability to respond appropriately to a medical event and does not create liability for FAF.

If you are not willing to accept these risks, do not allow the participant to participate in FAF activities.

4. Release and Waiver of Liability

To the fullest extent permitted by Texas law, you, on behalf of yourself, the participant, and the participant's heirs, executors, administrators, and assigns, release, discharge, and hold harmless the following parties (collectively, "Released Parties") from any and all claims, demands, causes of action, damages, losses, costs, and expenses (including attorney's fees) arising out of or related to the participant's involvement in FAF activities:

- Fathers and Football, its officers, directors, and board members
- FAF coaches, assistant coaches, and volunteers
- FAF employees and independent contractors
- NFL FLAG and its officers, employees, and representatives
- Texas Flag Football Association and its officers, employees, and representatives
- Tournament operators (including Zorts) and their officers, employees, and representatives
- Facility owners, operators, and landlords where FAF activities take place
- Sponsors and partner organizations

This release applies to claims arising from the ordinary negligence of any Released Party. **This release does not apply to claims arising from the gross negligence or willful misconduct of a Released Party**, or to any claim that Texas law does not permit to be released by agreement.

5. Indemnification

You agree to indemnify, defend, and hold harmless the Released Parties from any claims, demands, lawsuits, judgments, costs, or expenses (including reasonable attorney's fees) brought by or on behalf of the participant or any third party as a result of the participant's involvement in FAF activities, except to the extent caused by the gross negligence or willful misconduct of a Released Party.

6. Medical Authorization

In the event the participant is injured or becomes ill during an FAF activity and the parent/guardian is not immediately available, you authorize FAF coaches, volunteers, and staff to obtain emergency medical

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treatment for the participant. You agree to be responsible for all costs of any medical treatment provided to the participant. This authorization does not obligate FAF to provide medical care or to carry medical insurance for participants.

You are solely responsible for maintaining adequate health insurance coverage for the participant. FAF does not provide accident or health insurance.

7. Code of Conduct and Safety Policies

Participation in FAF programs is conditioned on the participant and parent/guardian complying with the following FAF policies, each of which is incorporated by reference into this waiver:

- **FAF Code of Conduct**
- **FAF Abuse Prevention Policy**
- **FAF 1-on-1 Interaction Policy**
- **FAF Background Checks Policy** (applicable to coaches and volunteers)

Violation of any FAF policy may result in suspension or permanent removal from FAF programs without refund.

8. Electronic Signature

This waiver may be signed in paper form with a handwritten (“wet”) signature or electronically through a third-party registration or document platform (such as Zorts or Accord). An electronic signature, including a typed name, a checkbox acknowledgment linked to the full text of this waiver, or a signature captured through a digital signing tool, is as binding as a handwritten signature under the Texas Uniform Electronic Transactions Act (Texas Business & Commerce Code, Chapter 322) and the federal E-SIGN Act (15 U.S.C. 7001 et seq.).

9. Severability

If any provision of this waiver is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, severed from this waiver. The remaining provisions will continue in full force and effect.

10. Governing Law; Venue

This waiver is governed by the laws of the State of Texas, without regard to conflict-of-law principles.
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Any dispute arising under this waiver will be resolved in the state or federal courts located in Collin

County, Texas, and the parties consent to personal jurisdiction in those courts.

11. Duration

This waiver remains in effect for the entire duration of the participant's involvement in FAF programs. A new waiver is required for each registration season.

NEEDS CONFIRMATION: Floyd -- does FAF want this to renew per-season, per-calendar-year, or per-registration? Per-season is the most common approach for youth sports orgs.

12. Entire Agreement

This waiver constitutes the entire agreement between you and FAF regarding assumption of risk and release of liability for physical participation. It supersedes any prior oral or written understandings on this topic. This waiver may not be modified except in a writing signed by both parties.

By signing this waiver, you acknowledge that you have had adequate time to read it in its entirety, that you have had the opportunity to consult with an attorney before signing, and that you are signing voluntarily and not under duress or coercion.

This waiver is separate from and does not replace the FAF **Photo, Video & Media Release and Consent**, which governs a different subject matter.

Parent / Legal Guardian Consent (Required for All Participants Under 18)

READ THIS SECTION CAREFULLY. BY SIGNING BELOW, YOU ARE GIVING UP LEGAL RIGHTS ON BEHALF OF YOURSELF AND YOUR CHILD, INCLUDING THE RIGHT TO SUE FOR INJURIES.

By signing below, I confirm that:

- (a) I am the parent or legal guardian of the minor participant named below;
- (b) I have read this Participant Waiver, Assumption of Risk, and Release of Liability in its entirety;
- (c) I understand the risks described in Section 2 and voluntarily assume those risks on behalf of my child;
- (d) I voluntarily agree to the release and waiver of liability in Section 4;

(e) I authorize emergency medical treatment as described in Section 6;
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(f) I have disclosed all known medical conditions, allergies, and physical limitations in the participant's registration;

(g) I have the legal authority to sign this waiver on behalf of the minor under Texas Family Code Section 151.001.

Participant (minor) full name:	_____
Participant date of birth:	_____
Age division:	_____
Parent/Guardian full name (printed):	_____
Parent/Guardian signature:	_____
Relationship to participant:	_____
Emergency contact phone:	_____
Email address:	_____
Date signed:	_____

Adult Participant / Volunteer Acknowledgment (Age 18+)

For coaches, volunteers, and other adults participating in FAF activities

By signing below, I confirm that I am 18 years of age or older, that I have read this Participant Waiver, Assumption of Risk, and Release of Liability in its entirety, that I understand the risks described in Section 2, and that I voluntarily assume those risks and agree to the release and waiver of liability in Section 4.

Full name (printed):	_____
Signature:	_____
Role (coach / volunteer / family member / other):	_____
Email address:	_____
Date signed:	_____

Short-Form Consent (For Online Registration Checkbox / E-Signature Use)

When this short-form consent is used in an online registration platform, the checkbox or signature field must appear alongside a hyperlink to the full text of this Participant Waiver, Assumption of Risk, and

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Release of Liability. The link must open the full document so the signer can read it before agreeing.

By checking the box or signing below, I confirm the following:

I have read the full Fathers and Football Participant Waiver, Assumption of Risk, and Release of Liability (available at **NEEDS CONFIRMATION: Floyd -- URL where this will be hosted, e.g.**

fathersandfootball.org/participant-waiver.html) and agree to its terms on behalf of the participant named in this registration. If I am 18 or older and registering myself, I agree on my own behalf. I understand that (1) participation involves inherent physical risks including the risk of serious injury, (2) I am waiving the right to sue FAF and other released parties for injuries arising from ordinary negligence, (3) I authorize emergency medical treatment if I am not available, and (4) participation is subject to the FAF **Code of Conduct, Abuse Prevention Policy**, and related safety policies.

NEEDS CONFIRMATION: Floyd -- URL where this will be hosted, e.g. fathersandfootball.org/participant-waiver.html

☐ I have read the full Participant Waiver, Assumption of Risk, and Release of Liability and I agree to its terms.

Name: _____ Date: _____

Questions about this waiver may be directed to **info@fathersandfootball.org**.