



## United States Australian Football League

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By checking the box in the "Terms & Conditions" Section of the Player Registration form, I agree to the following:

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT, AND A LICENSE AGREEMENT.

This USAFL Participation Agreement, Waiver and Release of Liability and Assumption of Risk, and License for Adults (Over 18 Years of Age) (hereinafter, the "Agreement") is entered into between the undersigned "Participant" and the United States Australian Football League, Inc. (USAFL), the USAFL's member leagues, clubs, organizations, affiliates and partners (and their respective administrators, directors, agents, officers, volunteers, and employees), and the USAFL's sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof (hereinafter referred to collectively as "USAFL" or "Releasees").

In consideration for the privilege of participation of the Participant in any Activities (as defined below), the undersigned Participant hereby acknowledges and agrees as follows:

- Participation in any USAFL-related activities, including but not limited to warm-up, training, practice, games, clinics, travel, and social events (hereinafter referred to collectively as "Activities") includes participation in a full-contact sport, requires good health and fitness and can be HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT. Participant understands the nature of the Activities and acknowledges his/her experience and capabilities and believes he/she is qualified to participate in such Activities. Participant further acknowledges he/she is aware that the Activities will be conducted in facilities open to the public during the Activities. Participant further agrees and warrants that if, at any time, he/she believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.
- I FULLY UNDERSTAND that: (a) participation in Activities exposes Participant to RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation; (c) Risks may be caused by Participant's own actions, or inactions, the actions or inactions of others participating in any Activities, the condition of the fields or facilities in which the Activities takes place and/or THE NEGLIGENCE OF THE "RELEASEES"; (d) some Risks cannot be predicted or controlled, and there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.
- Assumption of the Risks. I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY



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ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of such participation.

- **Waiver and Release of Liability.** In consideration for the privilege of Participant's participation in the Activities, the undersigned hereby RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES from any and all liability, claims, demands, losses, medical expenses, lost opportunities, damages or attorney fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, or indemnity, and/or claims of negligent rescue operations, first aid, and/or emergency care, to the broadest extent permitted by applicable law, suffered by the Participant or incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY SUCH LIABILITY, LITIGATION EXPENSES, ATTORNEYS FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.
- **Governing Law, Venue and Jurisdiction.** The undersigned Participant understands and agrees that this document is intended to be as broad and inclusive as permitted under applicable law, and shall be governed under the laws of the State of Missouri, and that the venue for all disputes arising out of or relating to this Agreement shall be in the Circuit Court for the County of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri.
- **Severability.** If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.
- **License.** I HEREBY GRANT to the USAFL a non-exclusive, transferable, world-wide license to use my name, likeness, persona or identifying characteristics in connection with the broadcasting of Activities and in connection with advertising, publicizing, exhibiting and exploiting Activities in whole or in part, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. I hereby acknowledge that the USAFL shall have no obligation to use my name, likeness, persona or identifying characteristics. Further, I hereby release the USAFL, its assignees and licensees from any and all claims and demands arising



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out of or in connection with such use, including, without limitation any and all claims for invasion of privacy, infringement of my right to publicity, defamation (including libel and slander), false light and any other personal and/or property rights.

THE UNDERSIGNED PARTICIPANT HEREBY CERTIFIES THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS; THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT AND TO RETAIN MY OWN ATTORNEY TO REVIEW IT ON MY BEHALF; THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT ANY WRONGFUL PRESSURE OR ASSURANCE OF ANY NATURE; THAT I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT; AND THAT I AM AWARE THAT, BY SIGNING THIS AGREEMENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES. I AFFIRM I AM 18 YEARS OF AGE OR OLDER.