



World Champion Football League

"Beyond your potential"

WORLD CHAMPION FOOTBALL LEAGUE

This **WAIVER AND RELEASE OF LIABILITY AGREEMENT** ("Waiver and Release"), executed on this _____ day of January __, 2022 by and between _____, whose date of birth is _____, and whose address is _____ ("Participant"), with consent and joinder of Participant's parent(s) or guardian(s) if Participant is under 18 years of age, and **ERIK WILLIAMS FOUNDATION**, a Delaware nonprofit corporation ("EWF"),

WITNESSETH:

WHEREAS, Participant has enrolled in a Sports League to be managed and operated by EWF in Delaware, from January, 2022 through July, 2023 (the “Sports League”), conditioned on Participant’s execution of this Waiver and Release; and

WHEREAS, Participant and Participant’s parent(s) or guardian(s) (if applicable) are willing to execute this Waiver and Release.

NOW THEREFORE, in consideration of the promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assumption of Risks, Waiver, and Release.

- (a) Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Sports League, Participant, on behalf of Participant’s family, heirs, and personal representative(s), voluntarily agrees to assume all the risks and responsibilities surrounding participation in the Sports League, the transportation to and from and during the Sports League, and in any independent activities undertaken as an adjunct thereto, and in advance Participant releases, and forever discharges, defends, indemnifies, holds harmless, and covenants not to sue EWF, its directors, officers, employees, agents, attorneys, insurers, and all instructors and any independent contractors involved in the Sports League (“Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Participant, arising out of or related to any loss, damage, or injury that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence

or carelessness of the Releasees, or otherwise, while participating in, on, upon, or in transit to or from the Sports League.

- (b) Participant agrees to save and hold harmless, indemnify, and defend Releasees from any claim by the Participant or Participant's family, arising out of Participant's participation in the Sports League.
- (c) In signing this Waiver and Release, Participant acknowledges and represents that the Participant has become fully informed of the content of this Waiver and Release and has been given the opportunity to review this Waiver and Release with his parents, legal guardian and/or attorney of Participant's choosing before signing it, and by signing this document confirms he/she is doing so as the Participant's own free act and deed. Participant confirms that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. Participant acknowledges that this Waiver and Release includes a release of liability that could legally prevent him (or his heirs, executors, administrators or assigns) from making any claims for damage.
- (d) Participant executes this Waiver and Release freely and voluntarily and for full, adequate, and complete consideration fully intending to be bound by the same.

2. Warranty.

- (a) Participant warrants that he/she is in good health and physically able to participate in the Sports League.

(b) Participant warrants that he/she has sufficient medical, hospital, accident, and other insurance coverage to participate in the Sports League.

3. Right to Use Photography/Video from Camp.

Participant grants Sports League the right to use his or her name, nickname, image, likeness, still and/or moving photographs, voice, and endorsement (together, “Participant Likeness”) in promoting the Sports League on the Sport’s League website and in other promotional print and marketing materials (the “Materials”), including as may be integrated in any film and/or video footage, audio clips and/or still photographs of Participant’s experience at the Sports League. Sports League may use the Participant Likeness in the Materials in whole or in part, alone or accompanied by other elements, as Sports League may determine in its sole discretion. Sports League may reproduce, publish, distribute, display, broadcast, transmit, perform and/or otherwise use the Participant Likeness and the Materials in any and all media, worldwide, in perpetuity and royalty-free, all in its sole discretion.

4. Miscellaneous.

This Waiver and Release shall be construed in accordance with the laws of the State of Delaware. The courts of the State of Delaware shall be the exclusive forum for any lawsuits filed under or incident to this Waiver and Release or the Sports League. The terms and provisions of this Waiver and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Waiver and Release, the validity of the remaining portions shall not be affected thereby. This is the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this document as of the date first written above.

PARTICIPANT:

WITNESS:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

ERIK WILLIAMS FOUNDATION.

By: _____

(Signature)

Erik G. Williams

(Printed Name)

Erik G. Williams

President _____
(Title)

I am under eighteen (18) years of age, and therefore my parent or legal guardian also must sign below:

I, the parent and/or legal guardian of _____, have read and agree to all the provisions of this Agreement:

**JOINDER IN AGREEMENT BY
PARTICIPANT'S PARENT(S)/GUARDIAN(S)
(to be signed if Participant is under 18)**

PARENT(S)/GUARDIAN(S):

WITNESS:

(Signature)

(Signature)

(Printed Name) (Printed Name)

Address: _____

(Signature) (Signature)

(Printed Name) (Printed Name)

Address: _____

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