



**Waiver of Liability, Release,
Assumption of Risk & Indemnity Agreement**

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releasees. "Releasees" include Pro Players Foundation, Inc. ("PPF"), its volunteers, players, sponsors, advertisers, and each of them, their officers directors, agents and employees.

For and in consideration of PPF's donation of new or used sport's equipment (the "Equipment"), on an "as is" basis, the undersigned organization on behalf of itself and its participants (and the parent(s) or legal guardian(s) of such participants, if applicable) waives, releases and relinquishes any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to the undersigned organization's participants, arising out of any use of said Equipment, whenever or however they occur and by this agreement any such claims, rights and causes of action that the undersigned organization's participants (and participant's parent(s) or legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and participants (and parent(s)/guardian(s), if applicable) do so on behalf of said participants' heirs, executors, administrators and assigns.

The undersigned organization understands and assumes all risks relating to any use of the Equipment and understands that its use involves risk to its participants, including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that the undersigned organization has full knowledge of said risks. These risks and dangers may be caused by the negligence of the undersigned organization, its participants or the negligence of others, including the "releasees" identified above. The undersigned organization further acknowledges that there may be risks and dangers not known to it or not reasonably foreseeable at this time. The undersigned organization understands and agrees that all of the risks and dangers described throughout this agreement, including those caused by its negligence, the negligence of its participants and/or others, are included within the waiver, release and relinquishment described in the preceding paragraph.

If the law in any controlling jurisdiction renders any part of this agreement unenforceable, the remainder of this agreement shall nevertheless remain enforceable to the full extent, if any, allowed by controlling law. This agreement affects your legal rights, and you may wish to consult an attorney concerning this agreement.

The undersigned organization agrees if any claim for its participants personal injury or wrongful death is commenced against releasees, the undersigned shall defend, indemnify and hold harmless releasees from any and all claims or causes of action by whomever or wherever made or presented for its participants' personal injuries, property damage or wrongful death.

The undersigned organization acknowledges that it has been provided and has read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of using the Equipment and understands these waivers and releases are a necessary prerequisite to PPF's donation of the Equipment.

Agreed to this _____ day of _____, 20____. Equipment Description: _____

Organizational Receipt:

Organization: _____

Signature _____
An Authorized Representative

Print Name: _____

Title: _____

Address: _____

Tele. No.: _____

E-mail: _____

Individual Receipt:

Signature: _____

Print Name: _____

Address: _____

Tele. No.: _____

Email: _____

If under the age of 18:

Parent/ Guardian Signature: _____

Print Name: _____