Hampton Recreation and Parks
NFL Flag Football 2010

Please fill out all information below legibly. Thank you!

Participation Information

First Name: _____

Last Name: _____

Gender: F M

Birthdate: _____

Grade (Fall '10): _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Jersey Size: **YS YM YL AS AM AL AXL A2XL**

Parent/Guardian Information

First Name: _____

Last Name: _____

Relationship to participant: _____

Email: _____

*****Would you be interested in being a/an coach/assistant coach? If yes…***

Name: _____ Phone: _____

Payment Information

We accept cash, check or credit card. Please make checks payable to Hampton Recreation.
Sorry we do not accept American Express.

Fee: $60

Check #: _____

Credit Card #: _____ Expiration Date: _____

☐ Visa ☐ MasterCard ☐ Discover

Cash: ☐

Hampton Recreation and Parks Department
100 Winnacunnet Road
Hampton, NH 03842
Tel: 603-926-3932 Fax: 603-926-6768

Parent/Legal Guardian e-mail address

Name of Participant Age Date of Birth Grade (2010-2011)

Address Town State Zip Code

Work Phone Home Phone Cell Phone

Emergency Contact _____
Name/Relationship Phone

Please list any medical conditions we should be aware of _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the permission granted to the participant named below to participate in the Hampton Recreation and Parks Department programs, I/we SHALL RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the HAMPTON RECREATION AND PARKS DEPARTMENT, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant, whether caused by the negligence of the HAMPTON RECREATION AND PARKS DEPARTMENT, its agents and employee or otherwise while the named participant participates in its programs.

I/we further agree to indemnify the HAMPTON RECREATION AND PARKS DEPARTMENT, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the HAMPTON RECREATION AND PARKS DEPARTMENT, their agents and employees become legally obligated to pay including reasonable attorneys' fees and costs, as a result of claims, demands, costs or judgments, against the HAMPTON RECREATION AND PARKS DEPARTMENT, their agents and employees on account of injury to the person or property or resulting in the death of the named participant whether or not caused by the negligence of the HAMPTON RECREATION AND PARKS DEPARTMENT, their agents and employees and whether or not such liability is sole, joint or several.

I/we am aware that participation in this program may present a strain on my child's body, or its parts and therefore I represent to HAMPTON RECREATION AND PARKS DEPARTMENT that to the best of my knowledge, my child is in a proper physical condition to allow him/her to participate and that I/we assume the risk of participating.

I/we understand that the above program involves traveling to various activity sites. I/we will accept full responsibility for the transportation of my child to and from these activities and I/we release, indemnify and hold harmless any persons providing such transportation.

I/we understand that in case of injury or illness, I/we will be notified. If it is impossible to contact me and it is an emergency, I/we hereby give permission to the attending physician to treat, hospitalize, administer anesthesia, or to order injections or surgery for the safety of my child.

I/we, the parent/legal guardian, the undersigned, have read this release and understand all its terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on this date indicated next to my/our names.

I/we understand that the Department frequently takes photographs of its activities and participants during the course of the Department's activities. I hereby give permission to the Department to take such photographs of the above Participant and to use these photographs in the Department's publicity.

Signature Date

NFL FLAG Player Registration Agreement: *Terms and Conditions*

I agree to the terms and conditions of this agreement (this "Player Registration Agreement"), and I agree, warrant and covenant as follows:

1. **PERMISSION TO PARTICIPATE.** I certify that I (i) am the parent or legal guardian of the child ("Participant") being allowed to participate in the NFL FLAG football program (the "Program"), as part of a NFL FLAG league administered by a local league organizer; (ii) am of legal age and am freely signing this Player Registration Agreement without any inducement or assurance of any nature; and (iii) have read this form and understand that, by signing this form, I may be giving up certain legal rights and remedies. I agree that the terms of this Player Registration Agreement are binding on both me and the Participant.

2. **RELEASE OF LIABILITY.** In return for the Participant being allowed to participate in the Program, I release and agree not to sue the National Football League, its thirty-two professional football member clubs, NFL Properties LLC, NFL Ventures, L.P., and each of their respective employees, officers, directors, sub-contractors, sponsors, agents, affiliates, and subsidiaries (collectively, the "NFL Entities") from or for, as applicable, all present and future claims that may be made by the Participant or me, my family, estate, heirs or assigns for property damage, personal injury or wrongful death arising as a result of the Participant's participation in the Program, wherever, whenever, or however the same may occur. I understand and agree that the NFL Entities are not responsible for any injury or property damage arising out of the Program, even if caused by their ordinary negligence. I understand that participation in the Program involves certain risks, including, but not limited to, serious injury or permanent disability. I am voluntarily allowing Participant to participate in the Program with knowledge of the dangers involved and agree to accept all risks of such participation. I certify that the Participant is in excellent physical health and may participate in strenuous and hazardous physical activities, including the football to be played in the Program.

I also agree to indemnify and hold harmless those listed above for all claims arising out of Participant's participation in the Program and all related activities. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Program is taking place and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect. I further agree that any legal proceedings related to this waiver will take place in New York, New York.

(For California Residents Only) I hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, and under any and all similar laws of any jurisdiction. I am aware that said Section 1542 of the Civil Code provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

3. **PHOTOS/BROADCASTING RIGHTS.** I understand that Program-related events may be photographed, videotaped or otherwise recorded and that descriptions or accounts of such events may be written or otherwise documented, and I agree to let the NFL Entities use Participant's name and/or likeness free of charge in any manner and in any media (now known or hereafter developed) and for any purpose without compensation to me or Participant and that the NFL Entities may use the information provided herein for solicitation of NFL Entities' programs/events. I further agree to let the local league organizer use the Participant's name and/or likeness free of charge on the Website (as defined below) in connection with any postings of team rosters or game stories.

4. **EMERGENCY MEDICAL TREATMENT.** Permission is hereby granted for Participant to receive any and all emergency medical/dental treatment and/or first aid, including authorizing any medical treatment facility/hospital to administer emergency treatment for any illness, injury or accident resulting from participation in the Program.

5. **AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT.** I represent and warrant to the NFL Entities that I have full legal authority to complete this Player Registration Agreement on www.NFLFLAG.com (the "Website"). In addition, to the extent that I am registering on behalf of a third party (or third parties), I represent and warrant that I have been duly authorized to act as agent on behalf of such party (or parties) in performing such registration. By proceeding with such registration, I agree that the terms of this Player Registration Agreement shall apply equally to me and to any third party (or parties) for whom I am acting as agent.

Compliance with Children's Online Privacy Protection Act ("COPPA"). I represent and warrant that, in compliance with COPPA, I am over thirteen (13) years of age, and that, to the extent I am registering a child under fourteen (14) years of age, I am the parent or legal guardian of such child, and I do hereby consent to the collection of such child's personal information by the NFL Entities.

6. **LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.** THE NFL ENTITIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM:

A. *PROGRAM PARTICIPATION.* (i) ANY AND ALL DEMANDS, RIGHTS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, ARISING OUT OF ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, BODILY AND PERSONAL INJURIES, DAMAGE TO PROPERTY, AND THE CONSEQUENCES THEREOF, INCLUDING DEATH, RESULTING FROM PARTICIPATION BY THE PARTICIPANT IN THE PROGRAM; OR (ii) THE COST OF PROCUREMENT OF GOODS AND SERVICES IN CONNECTION WITH THE PROGRAM.

B. *WEBSITE USE.* (i) THE USE OR THE INABILITY TO USE THE WEBSITE; (ii) ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF MY TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE.

I EXPRESSLY AGREE THAT PARTICIPATION IN THE PROGRAM OR USE OF THE WEBSITE IS AT THE PARTICIPANT'S OR MY, AS APPLICABLE, SOLE RISK. THE NFL FLAG LEAGUE AND THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE NFL ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

The NFL Entities make no warranty that the Website's services will be uninterrupted, secure or error free. The NFL Entities do not guarantee the accuracy or completeness of any information in, or provided in connection with, the Website. The NFL Entities are not responsible for any errors or omissions, or for the results obtained from the use of such information. I understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Website is at my own discretion and risk and that I will be solely responsible for any damage to my own computer system or loss of data that results from the download of such material and/or data.

7. **INDEMNIFICATION.** I agree to indemnify and hold each of the NFL Entities and their officers and employees harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising out of participation by Participant in the Program (including without limitation in connection with any medical treatment offered or given to Participant) or my and/or Participant's use of the Website or the violation of any term of this Player Registration Agreement or the NFL FLAG Terms of Service (located at www.NFLFLAG.com) by me.

8. **APPLICABLE LAW; CONSENT TO JURISDICTION.** This Player Registration Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. I expressly consent and agree to submit to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York or, for matters not susceptible of adjudication in the federal courts, the courts of the State of New York located in New York County, in all disputes arising out of or relating to this Player Registration Agreement.

9. **SEVERABILITY.** I further expressly agree that this Player Registration Agreement is intended to be as broad and inclusive as is permitted by law and that if any provision of this Player Registration Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Player Registration Agreement and shall not affect the validity and enforceability of any remaining provisions.

10. **USE OF PERSONAL INFORMATION.** The NFL Entities shall use any Personal Identifying Information (as defined below) only for the purposes of order processing, fulfillment, customer service, and renewal or as otherwise described herein or at the time that such Personal Identifying Information was collected. The NFL Entities shall not use any Personal Identifying Information for marketing or solicitation purposes or for any other purpose unless the user was specifically notified of such potential use prior to entering such information. "Personal Identifying Information" shall include any information about users of the Website obtained by the NFL Entities or any information provided to the NFL Entities by registrants, magazine subscribers or other users of the Website.

11. **NO USE OF MARKS.** I understand that I shall have no right to use the NFL Marks (as defined below) for any purpose whatsoever without the prior written approval of the NFL Entities in each instance (such approval to be granted or withheld in the NFL Entities' sole discretion after a formal logo request process has been initiated by me). For the purposes of this Agreement, "NFL Marks" means the names, symbols, emblems, designs, and colors of the National Football League and the Member Clubs, including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, the NFL FLAG trademarks and the NFL Punt, Pass and Kick trademarks, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs. I acknowledge and agree that all right, title and interest in and to the NFL Marks belong to the NFL Entities. I agree that the NFL Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary herein, I recognize that irreparable injury would be caused by the unauthorized use of any of the NFL Marks, and agree that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. I recognize that the great value and goodwill associated with the NFL Marks belongs to the NFL Entities and that the NFL Marks have secondary meaning.

BY INDICATING MY ACCEPTANCE OF THIS PLAYER REGISTRATION AGREEMENT, I AM AFFIRMING THAT I HAVE READ AND UNDERSTAND THIS PLAYER REGISTRATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE PLAYER REGISTRATION AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Name of Participant

Email of Participant

Address

City State Zip

( ) - Phone Number

/ / Birth Date

Age as of September 1st of current year

☐ Male
☐ Female

Favorite NFL Team

(If Participant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, the following waiver:)

The undersigned, _____, referred to as the parent(s) and natural guardian(s) or legal guardian(s) of _____, does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as Releasees from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

Signed: _____

Printed: _____

Relationship to Minor: _____

Email of Parent/Guardian

☐ Check here if you would like receive information and offers from the NFL

☐ Check here if you would like your child to receive youth-related information and offers from the NFL