

WAIVER OF LIABILITY “BLITZ 4-ON-4 FLAG FOOTBALL”

Liability Waiver and Release Agreement for “Blitz 4-on-4 Flag Football”

Event Dates: Saturday, December 7 and Sunday, December 8, 2024

Location: Eastside Sports Complex, 14380 Montwood Dr, El Paso, Texas 79938

Legal description: BLK 501 Tierra Este #79 LOT 29 (EASTSIDE SPORTS COMPLEX PARK)

Neighborhood: EAST SOCORRO ISD NORTH OF I-10

Organizer: SRD BRANDS, LLC as “BLITZ 4-ON-4 FLAG FOOTBALL”

Definitions

For the purposes of this waiver, the following terms shall have the meanings specified:

- **Organizer:** SRD BRANDS, LLC, a limited liability company, which is organizing the event under the name “Blitz 4-on-4 Flag Football.”
- **Event Name:** “Blitz 4-on-4 Flag Football” refers to the event organized by SRD BRANDS, LLC. Any mention of “Blitz 4-on-4 Flag Football” within this waiver of liability shall be understood to refer directly to SRD BRANDS, LLC.

Introduction

This Liability Waiver and Release Agreement (the "Agreement") is made and entered into by the undersigned participant ("Participant") in favor of “Blitz 4-on-4 Flag Football” (the "Event"), organized solely by SRD BRANDS, LLC (the "Event Organizer"), and conducted at the Eastside Sports Complex, 14380 Montwood Dr, El Paso, Texas 79938, a facility owned and managed by the City of El Paso, Texas ("City"). The City of El Paso is not in any way, shape, or form an organizer of the Event. The City is solely providing the facilities to “Blitz 4-on-4 Flag Football” at a fee. All necessary permits for the Event are obtained through the City of El Paso. In consideration of being permitted to participate in the Event, the Participant acknowledges, appreciates, and agrees to the following terms and conditions.

Acknowledgment and Assumption of Risk

1. Voluntary Participation: I understand that my participation in the Event is entirely voluntary. Flag football is a contact sport that involves significant physical exertion and risk of injury, including but not limited to, falls, collisions, sprains, strains, fractures, concussions, dislocations, muscle tears, internal injuries, permanent paralysis, and even death.

2. Health and Fitness: I affirm that I am in good health, physically fit, and fully capable of participating in the Event. I understand the physical demands of flag football and acknowledge that I have no medical or physical conditions that would impair my ability to participate in the Event. It is strongly recommended that I consult with a physician prior to engaging in any physical activity, including this Event.

3. Assumption of Risk: I knowingly and freely assume all risks, both known and unknown, associated with my participation in the Event. These risks may be caused by my own actions or inactions, the actions or inactions of others participating in the Event, the conditions in which the Event takes place, or the negligence of the Releasees named below.

Waiver and Release of Liability

4. Release of Claims: I, for myself, my heirs, personal representatives, and assigns, hereby release, waive, discharge, and covenant not to sue SRD BRANDS, LLC, "Blitz 4-on-4 Flag Football", the City of El Paso, Texas, their respective officers, officials, agents, employees, sponsors, advertisers, volunteers, and, if applicable, owners and lessors of premises used to conduct the Event (collectively, the "Releasees"), from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the Releasees or otherwise, while participating in the Event or in any activities incidental thereto.

5. Indemnification: I agree to indemnify, defend, and hold harmless the Releasees from any loss, liability, damage, or cost, including legal fees, they may incur due to my participation in the Event, whether caused by the negligence of the Releasees or otherwise. This indemnification includes any claims made by others against the Releasees arising from my actions during the Event.

Medical Treatment

6. Consent to Medical Treatment: I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during the Event. I acknowledge that I am responsible for all costs and expenses related to such medical treatment and agree to indemnify and hold harmless the Releasees from any claims arising from such treatment.

7. Emergency Medical Information: I agree to provide accurate emergency contact information and any pertinent medical information that may assist in the event of an emergency.

Event Location and Permits

8. Event Location: The Event will be held at Eastside Sports Complex, 14380 Montwood Dr, El Paso, Texas 79938. This facility is owned and managed by the City of El Paso, and "Blitz 4-on-4 Flag Football" has obtained the necessary permissions and permits to host this Event. All relevant permits and legal documents are available upon request.

9. Facility Use: I understand that the Eastside Sports Complex is a public facility and agree to abide by all rules and regulations set forth by the City of El Paso and the facility management. I agree to respect the property and facilities provided for the Event.

Code of Conduct

10. Behavioral Expectations: I agree to conduct myself in a respectful and sportsmanlike manner at all times during the Event. I will adhere to all rules and instructions provided by the Event Organizer and the City. Any form of abusive, aggressive, or inappropriate behavior may result in my immediate removal from the Event without refund.

11. Alcohol and Substance Use: I understand that the use of alcohol and illegal substances is strictly prohibited during the Event. I agree not to consume or be under the influence of alcohol or illegal substances while participating in the Event.

Insurance

12. Insurance Coverage: "Blitz 4-on-4 Flag Football" maintains general liability insurance coverage as required by

the City of El Paso, which includes a minimum policy of \$1,000,000.00. A copy of this insurance policy is available upon request. I acknowledge that "Blitz 4-on-4 Flag Football" and the City of El Paso do not provide health, accident, or disability insurance coverage for participants in the Event. I am solely responsible for obtaining and maintaining adequate health, accident, disability, and life insurance coverage for myself.

Refund Policy

13. No Refunds: I understand and agree that all fees and payments made in connection with my participation in the Event are non-refundable. The Event will take place rain or shine. However, in the event of cancellation due to acts of God or other unforeseen circumstances beyond the control of the Event Organizer, SRD BRANDS, LLC is not obligated to provide refunds. Refunds, if any, will be issued at the sole discretion of "Blitz 4-on-4 Flag Football" as an act of good faith.

Cash Prize

14. Cash Prize: I understand that there is a cash prize exclusively for the winners of the men's adult competitive 32-team bracket. The amount of the cash prize is specified on the Event's promotional materials and flyers. "Blitz 4-on-4 Flag Football" ensures that the advertised prize amount is accurate and will be awarded as stated. Participation in the Event does not guarantee winning the cash prize, and winners are determined based on their performance and adherence to the Event rules. Other brackets, such as the 16-team men's adult standard bracket, the 16-team men's high school bracket, and the 16-team adult co-ed bracket, are solely for competition and bragging rights and do not include a cash prize."

Photography and Media Release

15. Media Release: I hereby grant "Blitz 4-on-4 Flag Football" and its authorized representatives the right to take photographs and video recordings of me during the Event. I consent to the use of such photographs and video recordings for promotional and marketing purposes, including but not limited to, social media, websites, and printed materials.

Severability

16. Severability: I agree that if any portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

Governing Law

17. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising under this Agreement shall be resolved in the courts of El Paso County, Texas.

Acknowledgment of Understanding

18. Acknowledgement: I acknowledge that I have read and fully understand this Agreement. I understand that I am giving up substantial rights by signing this Agreement, including the right to sue the Releasees for any injuries or damages arising out of my participation in the Event. I sign this Agreement freely and voluntarily without any inducement.

17. Confirmation of Identity: By signing this contract, I confirm that I am the individual whose name is printed on this waiver. I understand that signing on behalf of someone else or misrepresenting my identity is not acceptable and may result in legal consequences.

By signing this waiver, participants agree to the terms and conditions set forth herein and acknowledge that they have read and understood the entire document. If you do not understand any part of this waiver, you should seek legal counsel to review the document before signing and initialing.

“Blitz 4-on-4 Flag Football” was organized solely with competition in mind. Our goal is to put together a collective of the most talented flag football players in the nation. We want to see teams going at it with passion and fire. This tournament is about showcasing skill, determination, and competitive spirit. We strive to create an environment where the best athletes can compete, have fun, and demonstrate their prowess on the field. Enjoy the game and give it your all! See you on the field!

Participant's Name (Print)

Emergency Contact Name

Participant's Signature

Relationship to Participant

Date

Emergency Contact Phone Number

(Required if Participant is under 18 years of age)

Parent/Guardian's Name (Print)

Parent/Guardian's Signature

Date