

FELLOWSHIP OF CHRISTIAN ATHLETES

PARTICIPATION AGREEMENT AND RELEASE AND WAIVER OF CLAIMS

This participation agreement and release and waiver of claims (hereinafter the "Agreement") is entered into by and between: Fellowship of Christian Athletes, a non-profit organization, having its national headquarters in Kansas City, MO, dedicated to charitable and/or religious purposes and whose local address is (ATTN: Steve Keenum) PO Box 6605, Abilene, TX, 79608 (the "Sponsor"); and the prospective participant (the "Player") and their parent(s), whether one or more (the "Parents") and/or his/her legal guardian (the "Guardian") whose name and signatures appear below. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sponsor agrees with Player, Parents and Guardian as follows:

- NATURE OF GAME ACTIVITIES.** Sponsor, in conjunction with other sponsors, volunteers and affiliates, shall stage and present a high school all-star football game and girls' basketball game between Players from in and around the Abilene area ("the games") on **Saturday, June 2, 2012**, at Shotwell Stadium and Moody Coliseum, Abilene, TX, for the purpose of (among other things) the fostering of athletic competition and clean sportsmanship among the participants, the free association of athletics and coaches in a Christian environment and the generation of charitable revenues to support the activities of the Fellowship of Christian Athletes. The Games shall be played by and among high school athletes **who have graduated from their respective high school in the class of 2012**. The geographically divided teams shall compete under the rules promulgated by the NCAA and the game shall be officiated by officials to be selected by the Sponsor. Player agrees to play and participate in the game, in accordance with the terms and conditions of the agreement, with the full consent and approval of the Player's Parents and/or Guardian. As the game is an amateur event, Player shall receive no financial compensation or salary for his participation therein. Player agrees to abide by the reasonable rules and policies established by the Sponsor and/or the coaching staffs of the respective teams (from time to time) and, in the event of a violation of such rules and policies, Player may be subject to disciplinary action including, but not limited to, removal from the Game roster and suspension from participation in the Game (such decision being left to the sole discretion of the Sponsor). There shall be no fee charged by the Sponsor to any Player relating to this Agreement but Player shall bear any and all expenses incurred in his preparation for and his participation in the Game, except as expressly stated in this Agreement. Player shall be provided with a schedule of Game activities and practices/preparation therefore by the Sponsor on or about *May 1, 2012*, with practices expected to commence on or about *Wednesday, May 30, 2012*. Player will reside with a volunteer host family at times relevant to the Game and practices but will be required to commute to practice and Game activities from the host's residence. Transportation will otherwise be arranged by Sponsor. Player will be fed by either the Sponsor or Player's host family on all practice days and the day of the Game. Player, by executing the Agreement, authorizes and empowers Sponsor to utilize Player's name, likeness, photograph, videotape and similar images and football-related information about Player in the reasonable promotion, advertisement and media coverage of the Game.
- USE OF EQUIPMENT AND FACILITIES.** Sponsor (and/or its affiliates) will provide and make available to Player the typical football/basketball equipment to be worn and utilized by Player during any practices for and participation in the Game (the "Equipment"), including, but not limited to, fb helmets, fb shoulder pads, fb mouthpieces, fb hip/thigh/knee pads and fb white game and practice pants. Sponsor shall further provide each Player with the use of jerseys for all practices and a Game jersey, which shall become the property of the Player following the Game. Player shall be responsible for providing and supplying the following for his personal use: shoes, socks, jocks, shorts and any additional pads for extremities. Player assumes any and all risks, of every kind and nature, known or unknown, arising out of Player's use of the Equipment or any athletic facilities.
- MEDICAL/HEALTH INSURANCE.** Player warrants and represents to Sponsor that he has secured (or will secure prior to any participation in the Game preparation or playing) and is covered by such health and/or medical insurance coverage as Player and Parents/Guardian deems adequate and sufficient to insure against any losses due to injury from the Game and related activities (hereinafter the "Player's Insurance"), as described in Player's written application for participation. If requested by Sponsor, Player shall provide additional information relating to such Player's Insurance and/or written verification thereof. In the event of a Game-related injury to Player which requires medical care, Player agrees to first make a claim against Player's Insurance (if any) and exhaust such coverage prior to claiming against any policy of health/medical insurance held by Sponsor for Game-related injuries to Players (if any).
- PHYSICAL CONDITION OF PLAYER.** Player represents and warrants to Sponsor that he/she is physically fit and, at the execution of the Agreement, is sufficiently conditioned to meet the physical demands of practice for and participation in the Game. Player further warrants and represents that he was an active participant in football/basketball activities in high school and that the foregoing representation is based upon his own experience in the required physical training and preparation for playing football/basketball. Player further warrants and represents that he has no known physical or mental condition, defect or injury that would impair his capability for full participation in the Game.
- COACHES, TRAINERS AND STAFF.** All members of the coaching and athletic training staffs for the Game have been selected by the Sponsor, with said coaches and trainers participating on a voluntary basis with permission of their respective employers/school districts. While the Sponsor reasonably believes that these volunteers possess the requisite skills, training and experience to discharge their respective obligations in the preparation and playing of the Game, their actions, decisions and strategies while serving as coaches and trainers shall be made independent of the Sponsor.
- CAPACITY OF PARTIES.** All representations, warranties, covenants, agreements, releases, waivers and discharge of or by Player herein shall be deemed to be adopted, ratified, approved and consented to by (and binding upon) Parents and Guardian, including, but not limited to, the release/waiver provision(s) below. Player, Parents and Guardian, in addition to executing this Agreement in their individual capacities, further consent and agree on behalf of the other(s) to the extent permitted by law and their respective relationship with such other party(s).
- WAIVER AND RELEASE.** Player acknowledges that their participation in Game-related activities is voluntary and done at his own risk. Player, by virtue of his own experiences, understands and acknowledges that football/basketball/cheerleading are inherently dangerous sports and that participation in football/basketball/cheerleading activities and the Games might result in Player sustaining mortal or serious personal or bodily injuries as a consequence thereof. Player further understands that playing football/basketball/cheerleading (including the Game) involves certain risks, including, but not limited to, travel to and from the site of the activity, severe physical contact and possible reckless conduct of other participants. These risks also include, but are not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs. Player also understands that any Equipment utilized for his protection may be inadequate in preventing serious injury. Knowing such risks, Player nevertheless agrees to assume those risks and to release and hold harmless each of the following person/entities who, through negligence or carelessness or otherwise, might be liable to Player for damages (such parties being hereinafter referred to, individually and collectively, as the "Released Parties"): University Interscholastic League (UIL); Sponsor (including the national organization and local Big Country Chapter); Abilene Independent School District; Wylie Independent School District; Player's prior school district; Abilene Christian University; Any and all sponsors, donors, contributors and financial supporters of the Game and the Sponsor's facilitation thereof; Coaches, trainers and other facilitators of the Game; Any host family or individual providing room and/or board to Player at times proximate to the Game. Player and Parents and Guardian, for themselves and on behalf of their respective heirs, administrators, executors and representatives, hereby release, waive and forever discharge the Released Parties (as well as their respective officers, directors, shareholders, agents, representative, administrators, executors, predecessors in interest, successors in interest, affiliate, attorneys, heirs and assigns) from any and all claims, demands, debts, suits, claims and causes of action, past present and future, whether known or unknown, of any nature whatsoever, whether in tort (including, without limitation, acts of active negligence), contract or any other theory of recovery in law or equity, whether for compensatory or punitive damages, equitable relief or otherwise, whether now known or unknown, suspected or unsuspected, which are based upon, arise out of or relates or pertain to or are in any way connected to (a) the

Agreement, and (b) the Game or any practice or activity relating thereto. This release and waiver specifically includes claims which any party may not know of or suspects to exist in their favor, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Agreement.

8. **CONSENT TO TREATMENT.** Sponsor and the coaches/trainers are hereby authorized to, in the exercise of their reasonable judgment, to facilitate the rendering of first aid and/or medical assistance in the event of an injury to Player. Player understands and agrees that the rendering of any medical or other services to Player, or at the instance of, by Sponsor or any coach, trainer or any person/entity identified in Paragraph 7 above, is not an admission of liability to provide or to continue to provide any such services and is not a waiver of any right(s) hereunder.
9. **MISCELLANEOUS.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, superseding all prior understandings, agreements or discussion, and cannot be modified, amended or altered except by a written instrument signed by all parties. This Agreement shall be governed by and construed under the laws of the State of Texas and is wholly performable in Taylor County, TX. The headings of paragraphs in the Agreement are for convenient reference purposes only and are not to be utilized in the construction or interpretation of any provision. In the event suit is filed to enforce any right hereunder, the prevailing party shall be entitled to recover, in addition to any other damages, said party's heirs, successors, executors, administrators and personal representatives. **EACH PARTY HAS CAREFULLY READ THE FOREGOING AGREEMENT BEFORE ITS EXECUTION AND UNDERSTANDS THE TERMS AND EFFECT OF THE SAME.**

PLAYER:

Signature: _____

Printed Name: _____

High School: _____

PARENT OR GUARDIAN:

Signature: _____

Printed Name: _____

Relationship to Player: _____

MEDICAL INSURANCE: (You must supply copy of front and back of Insurance Card if applicable)

Do you have medical insurance? Yes _____ No _____

(If yes, The following must be completed on this form....)

Medical Insurance Carrier: _____

Policy Number: _____

Personal Physician: _____

Physician's Phone Number: _____

Signed this _____ day of _____, 2012, to be effective upon acceptance and on the date of execution by the FELLOWSHIP OF CHRISTIAN ATHLETES.

ACCEPTED TO PARTICIPATE BY:

Printed Name: Steve Keenum

Title: Big Country FCA Area Director

Date accepted by Sponsor: _____

My Commitment

I commit to participate fully from May 30 to June 2, 2012 in the All-Star Classic. I understand that it is an honor that many others who wanted to participate did not receive. I pledge to arrive on time for all events and participate to the best of my ability and to represent my family, school and community well.

Conduct Agreement

Participation in the Myrle Greathouse All-Star Classic is a tremendous privilege and is to be honored. I therefore will conduct myself, during the time leading up to and during the all-star week of celebration, in a manner befitting my selection. Any violation of school policy that results in suspension and/or violation of law could result in my removal from the All-Star Class of 2012. I understand that I represent my school, my teammates, my family, my community and the Fellowship of Christian Athletes and will represent them in a manner that will make them proud.

All-Star's Signature (required): _____

Parent's Signature (required) _____

MAIL COMPLETED AND SIGNED FORM TO: FCA ALL-STARS, PO BOX 6605, ABILENE, TX 79608