

## RELEASE OF LIABILITY (PAID EVENT)

### NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF MIAMI DOLPHINS LTD., THE NATIONAL FOOTBALL LEAGUE, SOUTH FLORIDA STADIUM LLC, SOUTH FLORIDA FOOTBALL ASSOCIATES LLC, FIN ASSOCIATES, LLC, SOUTH FLORIDA FOOTBALL HOLDING LLC, SOUTH FLORIDA STADIUM HOLDING LLC, NOVA SOUTHEASTERN UNIVERSITY, INC., HARD COUNT ATHLETICS, NFL FLAG SAN DIEGO, SOUTH FLORIDA SPORTS FOUNDATION, INC., DOLPHINS CYCLING CHALLENGE, INC., THEIR AFFILIATES, AND EACH OF THE FOREGOING'S SPONSORS, PARTNERS, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, VOLUNTEERS, AND EMPLOYEES (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "RELEASEES") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

You need to complete ONE WAIVER PER CHILD/WARD.

I wish for the minor child/ward identified below (the "Child") and myself (if applicable) to participate in the Youth Flag Football Tournament on June 16, 2018, and surrounding events and activities (collectively, the "Event"), which is hosted by Miami Dolphins Ltd. ("MDL") and/or certain Releasees (as defined below) or Providers (as defined below). Therefore, for good and valuable consideration – including the right to participate in the Event – the receipt of which is hereby acknowledged, I agree on behalf of myself and the Child as follows:

- 1. Legal Authority.** I hereby represent and warrant that I am the parent or legal guardian of the Child, that I have the legal authority to agree to the Release on the Child's behalf. By signing below, I acknowledge that I FULLY UNDERSTAND AND AGREE to the terms of the Release and that the Release will apply to me and the Child, and to our heirs, personal representatives and assigns. I understand that I am signing this release as a condition to and in consideration of the participation of my minor child/ward in one or more noncontact skills course activities and/or interactive games (collectively "Physical Activities"). I hereby represent and warrant that I am at least 18 years of age and of sound mind and body, and I am legally capable of giving this release on my behalf and on behalf of the Child. I understand that, among other risks, there may be risks of injury or death to person and property while participating in the Physical Activities, including, but not limited to, severely strained, torn and pulled muscles; severely strained, torn, pulled and ruptured ligaments and tendons; cartilage damage; broken bones; contusions; injuries to the head, elbow, back, spinal cord, knee, foot and ankle; mental anguish; pain; suffering; paralysis; cerebral or cognitive injury; heart; lung or other internal organ injury and death. I represent and warrant that the Child is in good physical condition and that the Child has no medical condition which prevents him/her from participating in the Physical Activities. I understand that any injury which the Child may sustain during the Physical Activities may reduce or eliminate his/her ability to participate in other life functions.
- 2. Release of Liability and Disclaimer.** Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, I fully and forever release and discharge the Releasees from any and all liability or claim resulting from dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Physical Activities and which are not eliminated even if the Releasees act with due care in a reasonably prudent manner, that I and/or the Child may have now or in the future, or that any person claiming through me and/or the Child may have or claim to have now or in the future, in connection with or resulting from the Child's participation in any of the Physical Activities. This signed statement shall serve as a release and assumption of risk for me and the Child, as well as each of our heirs, executors, and assigns.
- 3. Treatment.** I understand and agree that I will be responsible for the care and treatment of my minor child/ward in the event he/she sustains an injury during or as a result of his/her participation in the Physical Activities. I hereby acknowledge and understand that neither MDL nor any other party at the Event (collectively, "Providers") has any obligation or duty to provide medical treatment for the Child in case of injury. Notwithstanding such absence of duty, as parent or legal guardian of the Child, I hereby give my consent to any Provider to seek, obtain, and provide emergency medical treatment for the Child in case of injury that occurs while participating in the Event or Event-related activities. This care may be given under whatever conditions are necessary to

preserve life, limb, or well-being of the child. I understand that such treatment will be sought and provided only in an emergency and that, based on the circumstances, reasonable efforts may be made to contact me before providing such treatment.

4. Consent to Use of Likeness and Personal Information. I understand that, during the course of or in connection with the Event, photographs, audio, video, and other recordings (the "Depictions") may be taken of me and of the Child, and I hereby grant the Releasees and their designees and licensees the right, in any and all manner and media throughout the world and in perpetuity, to disseminate, reproduce, record, exhibit, print and publish the Depictions, which may include my or the Child's name, likeness, voice and/or biographical material, for any purpose, including, without limitation as news or informative matter and for advertising and publicizing Releasees and their designees. With the exception of social security numbers, I agree that Releasees may use the Depictions and personal information provided below for sales and marketing purposes, including, but not limited to, providing notifications regarding offers and events via mail, e-mail, phone, and other means. To opt-out of such communications, write to 347 Don Shula Dr., Miami Gardens, FL 33056. The personal information of the Child will not be used for sales and marketing purposes, provided, however, that Depictions of the Child may be used for such purposes.

5. Disclaimer of Warranties. RELEASEES MAKE NO WARRANTY THAT THE EVENT OR EVENT-RELATED SERVICES WILL BE SAFE, SECURE OR ERROR FREE AND 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.

6. Applicable Law; Consent to Jurisdiction. I hereby agree that the laws of the State of Florida, without regard to the conflict of laws principles thereof, will apply to any and all disputes or claims relating in any way to the Event or the Release (including registration). I agree that jurisdiction for such disputes and claims relating to the Event or the Release shall lie exclusively in the courts of the Eleventh Judicial Circuit located in Miami-Dade, Florida and I agree and expressly consent to the exercise of personal jurisdiction in such courts. THE FOREGOING NOTWITHSTANDING, ANY DISPUTE WITH THE NATIONAL FOOTBALL LEAGUE OR ANY OF ITS AFFILIATES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF, AND I EXPRESSLY CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION IN THE COURTS OF THE STATE OF NEW YORK.

7. Severability. If any provision of the Release shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed to the most limited extent possible and shall not affect the validity or enforceability of any remaining provisions.

I HEREBY AFFIRM THAT I HAVE READ THIS AGREEMENT, AND THAT I FULLY UNDERSTAND ITS TERMS. I FURTHER AFFIRM MY UNDERSTANDING THAT, BY SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND THE CHILD, INCLUDING THE RIGHT TO SUE FOR INJURIES THAT ARISE FROM INHERENT RISKS ASSOCIATED WITH THE PHYSICAL ACTIVITIES. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND THAT I INTEND BY MY SIGNING THIS AGREEMENT FOR MYSELF AND THE CHILD TO BE BOUND BY THIS AGREEMENT TO THE FULLEST EXTENT ALLOWED BY LAW.

FULL NAME OF CHILD \_\_\_\_\_

FULL NAME OF PARENT/LEGAL GUARDIAN \_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN X \_\_\_\_\_