



## PARTICIPANT RELEASE AND WAIVER

This Participant Release and Waiver (this “**Release**”) applies to each volunteer, player, and/or other participant who wishes to engage in events and activities of Big D Powderpuff Tackling Alzheimers, Inc., a Texas nonprofit corporation (together with its directors, officers, employees, volunteers, and agents, “**BvB Dallas**”). Each such participant (referred to below as “**I**” or “**me**”) hereby agrees as follows:

I wish to engage in various BvB Dallas activities as a volunteer, player, and/or other participant (the “**Activities**”). I understand that the Activities may include, but are not limited to, the BvB Dallas annual flag football game (the “**Game**”), activities on the day of the Game, practices for the Game, pre-and post-Game activities, pre- and post-practice activities, parties, and other events. I also understand that as a volunteer or other participant, I will receive no compensation for my participation or volunteer services and will not be eligible for any employee benefits (and I acknowledge that I am not an employee of BvB Dallas). In exchange for being allowed to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely and voluntarily enter into this Release and agree to the following terms:

1. Compliance with Policies. I acknowledge and agree that I have reviewed BvB Dallas’ Code of Conduct. I agree to comply with the Code of Conduct and all other applicable policies and procedures, training, and safety rules of BvB Dallas, as each of the foregoing may be amended, revised, or restated from time to time, and will follow BvB Dallas’s instructions in carrying out the Activities.

2. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

3. Medical Treatment. I hereby give consent and authority to BvB Dallas to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless BvB Dallas from any claim whatsoever in connection with such treatment or other medical services.

4. Release and Waiver. I hereby fully and forever release and discharge BvB Dallas from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against BvB Dallas, and fully and forever release and discharge BvB Dallas from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES BVB DALLAS FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST BVB DALLAS WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF BVB DALLAS OR OTHERWISE.

5. Insurance. I UNDERSTAND THAT BVB DALLAS DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that BvB Dallas does not provide workers’ compensation insurance for volunteers. I expressly waive any claim for compensation or liability on the part of BvB Dallas in the event of any injury or medical expense.

---

6. Indemnification. I hereby agree to indemnify, defend, and hold harmless BvB Dallas from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

7. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by BvB Dallas for internal and/or promotional use. I hereby grant and convey to BvB Dallas all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to BvB Dallas' use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

8. Miscellaneous. I hereby agree that this Release represents the full understanding between BvB Dallas and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of BvB Dallas and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. In the event of any legal proceeding between BvB Dallas and myself, I agree that if BvB Dallas is the substantially prevailing party in such proceeding, it shall, in addition to all other remedies available at law or in equity, be entitled to recover from me its reasonable and necessary legal fees incurred in such proceeding. The Section headings herein are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

9. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas, without reference to any choice of law doctrine.

**I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.**