

PLEASE READ CAREFULLY.

PARTICIPANT RELEASE, DISCHARGE, WAIVER, AND COVENANT NOT TO SUE

All Participants, parents, guardians*, coaches and other individuals related to the Activity must read, sign, and return to an authorized staff member of Arizona Sports Foundation, Valley of the Sun Bowl Foundation Fiesta Events, Inc. or Arizona College Football Championship Foundation (collectively "Foundation") **BEFORE** participation is granted for the activity and related events by Foundation (the "Activity").

Foundation Activity:

In consideration of:

(full name of participant)

(the "Participant") having been provided the opportunity to participate in an activity sponsored by Foundation (the "Activity"), the Participant and/or his/her parent or guardian hereby voluntarily agrees as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. The Participant and/or his/her parent or guardian agrees, for itself and its personal representatives, executors, administrators, heirs, next of kin and assigns, to release and discharge Arizona Sports Foundation dba Fiesta Bowl, Valley of the Sun Bowl Foundation dba Cactus Bowl, Fiesta Events, Inc. and Arizona College Football Championship Foundation and each sponsor and promoter of the Activity or any part thereof and each of their respective parents, subsidiaries, partnerships, stockholders, owners, governors, partners and other affiliates and each officer, director, governor, shareholder, employee, other official, representative and agent of each of the foregoing, and all of the foregoing's respective successors and assigns (collectively, the "Released Parties"), from, and waive in respect of each Released Party and covenant not to sue any Released Party for, any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), causes of action, suits and claims of any nature whatsoever (collectively, the "Liabilities") arising from, based upon, or relating to personal injury or death to, or damage to or loss of property of, the Participant and/or his/her parent or guardian sustained in connection with the Participant's participation in the Activity or travel to or from the Activity. Such release, discharge, waiver, and covenant not to sue shall include, but not be limited to, any and all such Liabilities caused in whole or in part by the negligence of any Released Party in connection with such Released Party's involvement with the Activity (for example, in connection with such Released Party's training of Activity personnel or provision of or failure to provide protective equipment or failure to require that protective equipment be worn).

PARTICIPANT ASSUMES RISK. The Participant and/or his/her parent or guardian is aware of and understands the inherent risks and dangers of the Activity and the potential for injury that exists when participating in this Activity, and agrees to assume all risk of and responsibility for personal injury or death to, or damage to or loss of property of, the Participant arising from, based upon or relating to the Participant's participation in the Activity. Such assumption of risk includes, but is not limited to, any personal injury or death, or damage to or loss of property, arising from, based upon or relating to the lack of skill of any Participant, the improper conduct of any Participant and the acts or omissions of any referee, coach or supervisor, and any personal injury or death, or damage to or loss of property, caused in whole or in part by the negligence of any Released Party.

MEDICAL AUTHORIZATION. In case of an emergency, Participant and/or Participant's parent or guardian authorizes Foundation to take such medical actions as, in Foundation's sole and absolute judgement, may be necessary to protect the Participant. The Participant and/or his/her parent or guardian understands and agrees that, in the event of any injury to Participant, none of the Released Parties will be responsible for any decisions relating to medical treatment for Participant or for such treatment itself.

RIGHT OF PUBLICITY. Participation in the Activity shall constitute permission to use the name, likeness, or any other identification of the Participant for advertising, publicity, instructional, or any other purposes in connection with the Activity or the business of any of the Released Parties, in any medium, at any time and from time to time, without compensation to or right of prior review or approval by the Participant and/or his/her parent or guardian. The Participant and/or his/her parent or guardian agrees, for itself and its personal representatives, executors, administrators, heirs, next of kin and assigns, to release and discharge each Released Party from, to waive in respect of each Released Party, and not to sue any Released Party for, any and all Liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim, in connection with any such use.

NO OBLIGATION OF RELEASEES. None of the Released Parties shall have, or be deemed to have, any obligation to the Participant and/or his parent or guardian hereunder or otherwise in connection with the Activity, including, but not limited to, with respect to the continued provision of equipment and continuation of the Activity at the Activity Area or otherwise.

MISCELLANEOUS. This release, discharge, waiver and covenant not to sue shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to the conflict of law provisions thereof. If any portion of this Release, Discharge, Waiver and Covenant Not to Sue shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

REPRESENTATIONS. Each Participant and/or his/her parent or guardian states that the Participant is in good physical condition, is physically fit to participate in the Activity, and is not subject to any medical condition that poses or may pose any risk of harm or disability to others.

Name of Participant: _____

Signature of Participant _____

Date: _____

Name of Parent or Guardian*: _____

Signature of Parent or Guardian _____

Date: _____

**Address & Phone No. of
Participant:** _____

Email Address: _____

Health Insurance Carrier: _____

Policy Number: _____

Foundation contact person: _____

Date: _____

Event: _____

*Guardian may also include an individual 21 years of age or older, that is hereby accepting responsibility and agreeing to the above disclaimer for the said Participant on behalf of a legal parent or guardian that may otherwise not be present.