



# **CLOVIS CLASH YOUTH FOOTBALL & CHEER**

## **Waiver of Liability, Assumption of Risk & Hold Harmless Agreement**

I, the undersigned parent or legal guardian of the minor participant (“Participant”), acknowledge and agree to the following terms and conditions as a requirement for participation in **Clovis Clash Youth Football & Cheer, Inc.** (“Clovis Clash”), including all football and cheer programs, practices, games, competitions, camps, events, and related activities.

### **1. Assumption of Risk**

I understand that participation in youth football and cheerleading involves **inherent and significant risks**, including but not limited to serious physical injury, concussion, illness, permanent disability, paralysis, or death.

These risks may occur during, but are not limited to, the following activities:

#### **Football Activities**

- Tackling, blocking, and physical contact
- Running, cutting, collisions, and sudden directional changes
- Drills, conditioning, strength training, and scrimmages
- Games, practices, camps, and program events

#### **Cheer Activities**

- Stunting, lifting, and supporting other participants
- Tumbling, jumps, acrobatics, pyramids, and dismounts
- Conditioning, strength training, stretching, and drills
- Performances, practices, competitions, camps, and events

I understand that injuries may occur **despite proper instruction, supervision,**

**safety rules, and equipment.** I knowingly and voluntarily assume **all known and unknown risks** associated with my child's participation.

## 2. Environmental & Weather Conditions

I understand that Clovis Clash activities may take place in a variety of **environmental and weather conditions**, including but not limited to **extreme heat, cold, wind, rain, humidity, or poor air quality**.

I acknowledge that participation under these conditions may increase the risk of **heat exhaustion, heat stroke, dehydration, hypothermia, illness, or other weather-related injuries**, even when reasonable precautions are taken. I knowingly and voluntarily assume all risks related to environmental and weather conditions.

## 3. Volunteer Coaches & Non-Professional Instruction

I understand that Clovis Clash coaches, assistant coaches, board members, and staff are primarily **volunteers** and are **not professional or medical experts**. While reasonable training and safety guidance are provided, I acknowledge that coaches and volunteers are not licensed medical professionals and do not provide medical advice or diagnosis.

## 4. Concussion, Head Injury & Long-Term Neurological Risks

I understand that participation in football and cheer may involve the risk of **concussion and other head injuries**. I agree to immediately report any signs or symptoms of concussion or injury to coaches or program staff.

I understand and agree that:

- My child may be **removed from participation** if a concussion or injury is suspected
- **Medical clearance will be required** before returning to activity

I further understand that participation in contact sports, including football, may involve **repetitive head impacts** that could result in **long-term or permanent neurological conditions**, including but not limited to **chronic traumatic encephalopathy (CTE)**, cognitive impairment, memory loss, mood

disorders, or other brain-related conditions that may not become apparent until years later.

I acknowledge that the long-term effects of repeated head impacts are still being studied and that **no helmet, rule, or safety protocol can completely eliminate these risks.**

## 5. Release & Hold Harmless

I hereby **release, waive, discharge, and hold harmless** Clovis Clash Youth Football & Cheer, Inc., its Executive Board, officers, directors, coaches, assistant coaches, volunteers, staff, sponsors, facility owners, host sites, and affiliated organizations from **any and all claims, demands, damages, actions, liabilities, or causes of action** arising out of or related to my child's participation in the program, including injury, illness, property damage, or loss.

This release **does not apply to acts of gross negligence or willful misconduct**, as defined by California law.

## 6. Medical Authorization

In the event of an injury or medical emergency, I authorize Clovis Clash representatives to obtain emergency medical treatment for my child if I cannot be reached. I understand and agree that I am **financially responsible** for any medical expenses incurred.

## 7. Authority, Safety Decisions & Compliance

I agree that Clovis Clash coaches, staff, and board members have the authority to enforce safety rules and make participation decisions in the best interest of athlete safety. I agree to comply with all program rules, policies, bylaws, and safety protocols.

I understand that participation is **not guaranteed** and may be limited, suspended, or terminated for safety, disciplinary, or policy-related reasons.

## 8. Photo & Media Release

I grant permission for photographs, video recordings, or other media of my child to be used for program promotion, fundraising, social media, and related purposes without compensation.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the **State of California**.

## **10. Acknowledgment & Agreement**

I acknowledge that I have **read this Waiver of Liability, Assumption of Risk & Hold Harmless Agreement in its entirety**, understand its contents, and voluntarily agree to its terms.

I understand that this Agreement is **legally binding**.

If completed electronically, I understand that this acknowledgment constitutes my **electronic signature**.