

FLAG FOOTBALL PARENTAL WAIVER AND RELEASE AND NAME/IMAGE CONSENT

I approve of my child's participation in the Sunnyvale PAL flag football league (the "League") and certify that he/she is in good health and able to participate fully in any and all of the League activities. I fully understand that my child's participation in the League may be physically demanding and may involve the risk of injury, including economic losses which may result not only from my child's actions, inactions or negligence, but from the actions, inactions or negligence of others, the condition of the facilities, equipment or areas where League events are conducted. I voluntarily assume full responsibility on behalf of my child for all risks of personal injury while participating in the League, including the risk of passive or active negligence on the part of the League operator, Forty Niners Football Company LLC and San Francisco Forty Niners Foundation (collectively, "49ers"), and/or their general partners, officers, directors, related entities, volunteers, employees, representatives, affiliates, sponsors, licensees, and agents (collectively, "Sponsors").

I knowingly release and will not bring any legal action of any nature against, and indemnify and hold harmless and discharge the partners, officers, related entities, volunteers, employees, representatives, agents and assigns of the 49ers or Sponsors, and the employees, officers, directors, owners, representatives and agents of such related entities, the National Football League, and their partners, member clubs, parents, affiliates, divisions, employees, agents or assigns (collectively, "Benefited Parties") from any and all loss, claim, expense (including attorney's fees) or liability that may arise in any way out of my child's participation in the League, whether the injury, loss or damage is caused in any way in whole or in part by negligence, gross negligence, carelessness or other acts of the 49ers and/or of the other Benefited Parties.

I AGREE TO WAIVE ANY RIGHTS I OR MY CHILD MAY HAVE UNDER THE CALIFORNIA CIVIL CODE SECTION 1542 WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR," OR SIMILAR RIGHTS UNDER APPLICABLE AND/OR ANALOGOUS LAWS, STATUTES, OR REGULATIONS IN OTHER JURISDICTIONS.

I know of no medical reason why my child should not participate in the League. I authorize League staff to attend to any health problems or injury my child, including those that my child may sustain while participating in the League. I acknowledge that I am responsible for any and all medical expenses, damages or other costs related to treating any injury or illness to my child.

I agree to ensure that my child will comply with all League and facility rules and regulations and acknowledge that failure to do so may result in removal from the League or facility or denial of entrance into the facility.

I further authorize the 49ers and the Benefited Parties to take photographs and/or record video or audio tapes that include my child's image and/or voice (collectively, "Photos") while participating in a League event and to use, at their sole discretion, the Photos and my child's name and likeness without compensation to me in any promotional campaigns or materials or publicity for the League, the 49ers, Benefited Parties, or Sponsors and their successors, licensees, and assigns. I hereby release and waive any and all interest in and with respect to the Photos and agree to release the Benefited Parties from any and all claims, actions, causes of action and demands arising out of or in any way related to the Photos and the Benefited Parties' use thereof.

I HEREBY AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND THEREBY.

Parent/Guardian's First and Last Name

Child's First and Last Name

Parent/Guardian Signature

Date