

**THIS AGREEMENT** is between \_\_\_\_\_ (hereinafter, "Club"), a North Carolina unincorporated association playing football as a Member of Gridiron America (hereinafter, the "League"), operated by Capital Area Team Sports, Inc., a North Carolina corporation (hereinafter, "CATS"), and \_\_\_\_\_, an Individual (hereinafter, "Player"). In consideration of the promises made by each to the other, Player, Club and CATS hereby agree as follows:

## 1. DEFINITIONS

- (A) AGREEMENT shall refer to this Standard Participation Agreement, a binding contract between Player, Club and CATS.
- (B) CLUB RULES shall refer to rules adopted, and thereafter modified, by Club.
- (C) DIVISION OF COMPETITION shall refer to a group within the League competing in a specific Event.
- (D) EFFECTIVE DATE shall refer to the date when this Agreement is executed by a Player. CATS shall be entitled to disapprove this Agreement within ten (10) days of its receipt; and if disapproved, neither Player, Club nor CATS shall thereafter have any obligations hereunder.
- (E) EVENT shall refer to a program, League season, tournament, game or series of games, practice session or other function conducted under the auspices of Club, CATS, and/or a CATS affiliate.
- (F) EXPIRATION DATE shall refer to the date when this Agreement is terminated.
- (G) RELEASEES shall refer to and consist of Club and CATS, together with any and all affiliates, agents, contractors, directors, employees, invitees, members, participants and sponsors thereof, and their successors and assigns, as well as the lessors of the premises used to conduct Event(s), and all others involved, directly or indirectly, in the staging and conduct of Event(s).

## 2. TERM OF AGREEMENT.

The Effective Date of this Agreement shall be the date of its execution or January 1, 20\_\_\_\_, whichever is later, and its Expiration Date shall be December 31, 20\_\_\_\_, unless sooner terminated under the provisions of this Agreement.

## 3. RISK ASSUMPTION AND LIABILITY WAIVER.

**(A) PLAYER ACKNOWLEDGES AND AGREES THAT THE RISK OF INJURY FROM THE ACTIVITIES INVOLVED IN THE EVENT(S) IS SIGNIFICANT, INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY OR DEATH, AND THAT WHILE CERTAIN RULES, EQUIPMENT AND PERSONAL DISCIPLINE MAY REDUCE SUCH RISKS, THOSE RISKS STILL EXIST. BY EXECUTION OF THIS AGREEMENT, PLAYER ACKNOWLEDGES AND KNOWINGLY AND EXPRESSLY ASSUMES ANY AND ALL SUCH RISKS.**

**(B) PLAYER, FOR HIMSELF AND ON BEHALF OF HIS HEIRS, ASSIGNS, EXECUTORS, PERSONAL REPRESENTATIVES, NEXT OF KIN, AND/OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH HIM OR ON HIS BEHALF, HEREBY INDEMNIFIES, RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE, AND HOLDS HARMLESS EACH AND EVERY OF THE RELEASEES, TOGETHER WITH EACH OF THEIR OWNERS, SHAREHOLDERS, AFFILIATES, PARENT OR HOLDING COMPANIES, SUBSIDIARIES, OPERATORS, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, CONTRACTORS AND/OR VOLUNTEERS, WITH RESPECT TO ANY AND ALL INJURIES, DISABILITIES, DEATH, OR LOSSES OR DAMAGES TO PERSON OR PROPERTY, CLAIMS, CAUSES OF ACTION KNOWN OR UNKNOWN, INCIDENT TO OR ARISING OUT OF PLAYER'S PARTICIPATION, INVOLVEMENT IN, OR OBSERVATION OF EVENT(S), WHETHER ARISING FROM THE GROSS NEGLIGENCE OF RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED UNDER LAW.**

## 4. PUBLICITY.

Player irrevocably grants to Club and CATS, in perpetuity, the authority to use his name and likeness for publicity and promotional purposes in newspapers, internet web sites, magazines, trading cards, motion pictures, game programs and roster manuals, broadcasts and telecasts, and all other publicity and advertising media, provided such publicity and promotion does not constitute an endorsement by Player of a commercial product. Further, Player agrees to cooperate with news media, and upon request shall participate in reasonable activities to promote Club, League and/or CATS.

## 5. PARTICIPATION RULES.

- (A) Player agrees to perform to the best of his ability in the Event(s) for Club, and further:
  - (1) To report to Club in physical condition sufficient to participate in Event(s). Player represents that he is and shall maintain himself in suitable physical condition for that purpose. If Player, in the sole judgment of Club or CATS, is not in appropriate physical condition to participate in the Event(s) at any time, Club or CATS may deny Player

the opportunity to participate in Event(s). Further, Player shall disclose to Club any physical or other condition known to him that may impair his performance under this Agreement.

- (2) To play and participate in all Event(s) scheduled by Club or League, including any exhibition, regular season or postseason game conducted in conjunction with the Event(s). Player further agrees that should he notice any significant concern in his readiness for participation, he shall remove himself from participation and bring such concern to the attention of Club.
- (3) To comply with any and all rules, regulations, terms and conditions imposed, by CATS, League or Club, for participation in the Event(s). Player acknowledges that he has had, or does have, opportunity to carefully read each rule and regulation associated with the Event(s), and agrees to be bound thereby, as now in effect or as may be changed from time to time, by CATS, CATS affiliates, League or Club, as the case may be.
- (B) Player understands that his failure to abide by rules, regulations or directives of authorized personnel of CATS, a CATS affiliate or Club, as the case may be, may result in remedial and/or disciplinary action including, but not limited to, Player's suspension from participating in Event(s), imposition of Fines, the termination of this Agreement, and/or forfeiture of any money paid for Player's participation in Event(s).
- (C) Player acknowledges that he/she is competing with others for positions on Club's roster within applicable player limits imposed by League. If, at any time during the term of this Agreement, in the sole opinion of Club, Player's skill or performance has been unsatisfactory, or if Player has engaged in personal conduct reasonably judged by CATS to affect or reflect on CATS or Club, CATS shall have the right to terminate this Agreement. Further, Player acknowledges that this Paragraph 5(C) may not be modified or changed by any oral statements or representations.

## 6. PLAYER PARTICIPATION FEES.

In consideration for the opportunity to participate in the Event(s) and all other promises set forth herein, Player shall pay Club or CATS, whichever CATS shall designate, a Player Participation Fee for the initial Event in which Player desires to participate; and such additional amounts as Club or CATS may establish for future Events in which Player wishes to participate. Player acknowledges that any and all Player Participation Fees set forth in terms with this Agreement shall be paid upon demand, and that each shall be a "fee absolute," earned by CATS or Club upon payment.

## 7. TRANSFERABILITY AND ASSIGNMENT.

- (A) Club shall be entitled, with Player's consent and League approval, to assign, trade or otherwise transfer the Player's participation under this Agreement to another Club operated under the auspices of League; and Player agrees to accept and be bound by such exchange, assignment, trade or transfer, to report promptly to any new Club, and to faithfully perform and carry out any obligations under this Agreement as if it had been entered into between a Player, CATS and Club to participate with the new Club.
- (B) CATS shall be entitled, with or without Player's consent, to assign, trade or otherwise transfer the Player's participation under this Agreement to any successor to Club, or to any other Club operated under the auspices of League; and Player agrees to accept and be bound by such exchange, assignment, trade or transfer, to report promptly to his new Club, and to faithfully perform and carry out any obligations under this Agreement as if it had been entered into between Player, CATS and Club to participate with the New Club.
- (C) Player acknowledges, understands and agrees that during the term of this Agreement, he may not on his own volition initiate or execute the assignment, trade or transfer of his participation in the Event(s) to any Club, except with the written consent of CATS.

## 8. INTEGRITY OF GAME.

Player recognizes the detriment to CATS that would result from impairment of public confidence in the honest, orderly conduct of the Event(s) of the integrity and good character of CATS. Player therefore acknowledges his awareness that if he

accepts a bribe or agrees to throw or fix an Event; fails to promptly report a bribe offer or an attempt to throw or fix an Event; bets on an Event; uses or provides other Players with drugs for the purpose of attempting to enhance on-field performance; or is guilty of any other form of personal conduct reasonably judged by CATS to be detrimental to the welfare or reputation of CATS, League or Club, CATS shall have the right, but only after giving Player an opportunity for a hearing at which he may be represented by counsel of his choice, to Fine or suspend a Player in a reasonable fashion; and/or to terminate this Agreement.

**9. TERMINATION.**

- (A) CATS may terminate this Agreement at any time upon Player's violation of CATS Constitution, League-specific rules or regulations, or any other rules or regulations set forth by CATS with respect to the Event(s).
- (B) Player acknowledges, understands and agrees that certain rights granted to CATS and/or Club as set forth in this Agreement shall survive its termination.
- (C) Player acknowledges, understands and agrees that any termination of this Agreement shall not serve to create any financial or other obligation to recompense or refund, in whole or in part, any Participation Fees paid by Player, to Club or CATS, under this Agreement or otherwise.
- (D) The termination rights set forth in this Agreement shall be in addition to any other rights allowed any party by law, and any termination shall be effective upon the delivery of written notice.

**10. NOTICES.**

Any notice required or permitted under this Agreement shall be sufficient if in writing, setn by United States Mail to Player's address as herein indicated, and/or to Club's address as herein indicated, and/or to CATS address as herein indicated, as the case may be, or if delivered to Player in person.

**11. ADDITIONAL PROVISIONS.**

- (A) This Agreement is a legal, binding contract, and as such shall be governed according to the laws of the State of North Carolina.
- (B) Any dispute between Player, Club and/or CATS regarding the interpretation or application of, or compliance with, any provision of this Agreement shall be submitted to CATS Board of Directors for final and binding arbitration. The ruling or decision of CATS Board of Directors shall be binding upon all parties thereto.

- (C) Waiver, by Club or CATS, of any individual breach by Player of this Agreement shall not be construed as a waiver of any other breach.
- (D) The parties agree that each provision of this Agreement shall be severable from the others, and if any provision is deemed illegal or invalid by a court of competent jurisdiction or administrative agency, the validity of the remaining provisions shall not be affected; and the illegal or invalid provisions shall be deemed not to be a part of this Agreement.
- (E) Any previous written or oral agreements between any of the parties to this Agreement are hereby deemed merged into this written Agreement, and to be null and void except as specifically provided for herein. This Agreement cannot be modified or otherwise altered, except by written document executed by CATS and Player.
- (F) Player represents and warrants that he is not under contract or option which, in any manner, prohibits him from performing under the terms and conditions set forth herein.
- (G) All parties to this Agreement acknowledge that references to the masculine gender shall include the feminine, and references to the present tense shall include the future as well.

**12. PLAYER ACKNOWLEDGEMENT.**

***PLAYER ACKNOWLEDGES THAT HE HAS CAREFULLY READ AND UNDERSTANDS THE TERMS OF THIS LEGAL DOCUMENT, AND UNDERSTANDS THAT THIS DOCUMENT IS INTENDED AND SHALL BE CONSTRUED TO BE A FULL AND FINAL RELEASE AND WAIVER OF ALL CLAIMS AGAINST THE RELEASEES AND AN INDEMNIFICATION FROM ALL LIABILITIES. BY EXECUTING THIS AGREEMENT, PLAYER EXPRESSLY AGREES TO BE BOUND BY CATS ARTICLES OF INCORPORATION AND CONSTITUTION, BY LEAGUE REGULATIONS, AS DENOTED IN ITS "CLUB OPERATIONS MANUAL" OR OTHERWISE, AND BY SUCH FURTHER RULES AND REGULATIONS AS CATS AND/OR CLUB MAY IMPOSE FROM TIME TO TIME. PLAYER FURTHER AGREES TO PAY SUCH PARTICIPATION FEES AND/OR FINES AS MAY BE IMPOSED UNDER THE TERMS OF THIS AGREEMENT AS THEY BECOME DUE AND PAYABLE.***

**BY PLAYER:**



\_\_\_\_\_  
Player's Signature

\_\_\_\_\_  
Player's Full Legal Name (Print)

\_\_\_\_\_  
Player's Date of Birth (Month, Day, Year)

\_\_\_\_\_  
Player's Height (Ft. In.)

\_\_\_\_\_  
Weight (Pounds)

\_\_\_\_\_  
College/University Attended (if Player didn't attend a college/university, check this box  and list High School attended instead).

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and ZIP Code

\_\_\_\_\_  
Player's Telephone Number

\_\_\_\_\_  
Player's Electronic Mail Address

**BY CLUB:**



\_\_\_\_\_  
Club Representative's Signature

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date of Execution

**BY CAPITAL AREA TEAM SPORTS, INC.:**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Date of Execution