



LOS ANGELES CHARGERS CLEAT DONATION PROGRAM

RELEASE AND INDEMNITY AGREEMENT

The Los Angeles Chargers and the Chargers Community Foundation donate new and gently used football cleats at no charge to high school football programs and individual student athletes selected for participation in Los Angeles, Orange and San Diego Counties.

Recipient: (Name of Student): _____ **Age:** _____

Address: _____ **Apt.:** _____

City: _____ **Zip:** _____ **Phone:** _____

IF RECIPIENT IS UNDER 18 YEARS OLD, A PARENT OR LEGAL GUARDIAN OF RECIPIENT MUST ALSO SIGN THIS AGREEMENT ON PARTICIPANT'S BEHALF.

- In consideration of my right to accept, use, and own the donated cleats, I agree to the terms set forth in this Agreement. I acknowledge that I am aware the donated cleats I receive may not be new and may have been used and worn.
- WAIVER, RELEASE, AND AGREEMENT NOT TO SUE.** I waive, release, forever discharge, and agree not to sue the Los Angeles Chargers, the Chargers Community Foundation's Cleat Donation Program, the California Interscholastic Federation and its Section Chapters, the National Football League, or each of their respective affiliates, owners, officers, employees, agents, sponsors, partners, representatives, players, coaches, and personnel (the "Donating Parties") from and with respect to all present and future claims of any nature that may be made by me, or my parent(s) or legal guardian(s), in connection with acceptance, use, or ownership of the donated cleats, including, without limitation, claims actually or allegedly arising out of or relating to the negligence of any of the Donating Parties. The Donating Parties shall not be liable for any direct or consequential damages or losses suffered or incurred by me or any third party as a result of my acceptance, use or ownership of the donated cleats.

I further agree to expressly waive the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

- I acknowledge that the Donating Parties make no representations and provide no warranties, express or implied, regarding the donated cleats whatsoever, including without limitation, their merchantability, design, or condition or fitness for any particular purpose. I further acknowledge that the donated cleats are provided "as-is" and on an "as available" basis.
- I grant the Los Angeles Chargers a worldwide, perpetual, royalty-free right, license and authority to use, publish, display and reproduce my name, photograph, image, likeness, name likeness, voice, appearance and any biographical information that I may provide, and any statement I make concerning the donated cleats, in any and all media, in perpetuity, in any and all media now or hereafter known or devised and by any and all means now or hereafter known or devised, and in trade promotion and/or otherwise, forever and throughout the universe without notification or additional compensation, except where prohibited by law. The Los Angeles Chargers will own all right, title and interest, including without limitation copyright rights, in all such material, to be used and disposed of without limitation as the Los Angeles Chargers will in its sole discretion determine. The Los Angeles Chargers will have the unlimited and unqualified rights to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, edit, adapt, create derivative works, sell, rent, license, otherwise use, and permit others to use my name, image, likeness, appearance, voice, and other personal information, and all materials created by or on behalf of the Los Angeles Chargers that incorporate any of such materials.
- Except as specifically provided herein, this Agreement shall be governed by, and construed in accordance with, the laws of the State of California. If any provision of this agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect, but the enforceability of all other provisions of this agreement shall be unimpaired.
- I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY, AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS. I AM FULLY AWARE THAT THE DONATING PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE DONATED CLEATS. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Recipient Signature: _____ **Date:** _____

Recipient Name (Print): _____

Parent or Legal Guardian Signature (if Recipient is less than 18 years old): _____ **Date:** _____

Parent or Legal Guardian Name (Print) (if Recipient is less than 18 years old): _____

Relationship to Participant: _____