ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT ATHLETICS

PRIVATELY-PURCHASED HELMET/EQUIPMENT

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK, IDEMNITY

CAREFULLY READ AND COMPLETE THE FOLLOWING

In consideration of my child's participation in Ector County ISD Football ("ECISD") program and related activities (the "program"), I,for myself, my child and our heirs, representatives, administrators, executors and assigns, knowingly and voluntarily, hereby acknowledge and agree as follows:

1. ECISD athletics protocol requires all participants to wear football helmets/equipment provided by ECISD. I request a waiver of that policy in order to allow my child to wear a privately-purchased football helmet.

2. I acknowledge and fully understand that ECISD recommends participants wear ECISD provided football helmets/equipment in order to minimize the risk of injury that is inherent in playing tackle football. I understand that privately-purchased football helmets/equipment may not offer the same degree of protection as those provided by ECISD and may pose an increased risk of injury. These risks may include, among other risks, bodily injury or death.

3. I represent that any privately-purchased football helmet/equipment that will be worn by my child in connection with his/her participation in the program will be used and maintained in accordance with the manufacturer's specified requirements, will be maintained in a good state of repair, and will be adequate for the purpose of protecting my child from head injuries at all times during his/her participation in the program. I further agree that any coach or representative reserves the right not to allow my child to use the privately-purchased helmet/equipment if it is deemed unsafe to use. I further represent that any such football helmet has been, or will be, reconditioned at least every two (2) years.

4. I agree to assume all risks and hazards inherent in providing my child a privately-purchased football helmet/equipment for use in his/her participation in the program. I further agree that I am solely responsible for, and will bear any and all costs and expenses of, any injury my child or any other child sustains and any medical attention and/or rescue services provided to my child or any other child in connection with, or arising from, my child's use of a privately-purchased football helmet/equipment in his/her participation in the program.

5. I acknowledge and agree that my child will obey all instructions from, and safety requirements of, ECISD in participating in the program.

6. TO THE FULLEST EXTENT ALLOWABLE UNDER LAW, I WAIVE, RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS, AND AGREE TO INDEMNIFY ECISD and its officers, directors, agents, employees, coaches, trainers, and/or representatives, and/or all other sponsors ECISD and/or the agents and employees of such sponsors (collectively the "released parties"), from any and all claims, losses, damages (including direct, indirect, actual and consequential damages), demands, suits and/or other actions (collectively "Damages"), arising out of or in any way related to my child's use of a privately-purchased football helmet in connection with his/her participation in the program, notwithstanding that the Released Parties' negligence may have contributed to the Damages.

I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I VOLUNTARILY ACCEPT ITS TERMS AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILTY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE TO INDEMNIFY ECISD AS PROVIDED HEREIN. FURTHER I AGREE IF ANY PORTION OF THIS DOCUMENT IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER SHALL NOT BE AFFECTED.

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Parent/Guardian Signature **Date**

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Student Signature **Date**