

New Haven Football Officials Association
2009-2010 WAIVER AND CONSENT AGREEMENT

It is the purpose of this document for me to completely release the New Haven Football Officials Association (NHFOA) from liability for all damages in negligence or otherwise that I, the below signed official, may cause or may suffer, including personal injury, property damage and death. This waiver is giving up my right to bring legal action against the NHFOA.

I agree and consent to participate as a football official in conjunction with the NHFOA and sign this document in consideration of gaining membership with the NHFOA. I understand fully there are certain risks of injury inherent in the duties of football officiating, as well as in traveling, training and other related activities. **These risks include bodily injury, partial or total disability, death and other injuries or damages.** I have full knowledge of the risks of officiating, I assume these risks and hold the NHFOA harmless for these risks or damages from them.

I hereby certify that I am a healthy person and have no physical or mental disabilities, limitations, infirmities, sickness or handicap that would affect or restrict my ability to properly participate in the activities required to be a football official. I have been given the opportunity prior to signing this document to ask any questions about my required physical and mental duties as a football official. Further, I have been given the opportunity prior to signing this document, if desired, to meet with my personal physician or other medical professionals to discuss or evaluate any of my health concerns or questions, including those specific to my ability to perform as a football official. **I hereby certify that I am in proper physical and mental condition to act and participate as a football official and am completely capable of performing the duties required. As a physically and mentally capable football official, I also waive, release and hold harmless the NHFOA for any injury I may cause or suffer during the course of my officiating duties because of any medical condition and give up any legal cause of action against the NHFOA based on these injuries or damages.**

I hereby waive, release and hold harmless the NHFOA, its executive board, officers, commissioners, directors, evaluators, and any other members or representatives of the NHFOA for any injury I may suffer in the normal course of participation and duties as a football official and the activities incidental to officiating. This is true whether these injuries are physical, mental or pecuniary (money) in nature, or are the result of the negligence of me, the NHFOA, football players, coaches, attendees or any other cause. I also acknowledge that there may be risks and dangers not known or not reasonably foreseeable in football officiating. **I relinquish and/or release any and all liability and legal causes of action against the NHFOA for personal injury, property damage, pecuniary damage or wrongful death occurring to me arising out of my participation as a football official or activities incidental thereto, whenever or however they occur, foreseeable or not.**

I hereby acknowledge and understand that within the scope of this waiver and consent agreement is the release of liability or any cause of action, including under negligence, against the NHFOA, arising from the condition of the fields of the football games I officiate and their related premises. I understand the NHFOA is under no duty to inspect, maintain, control or supervise the locations of the games I officiate, and cannot be held responsible or liable for failing to do so, through their negligence or otherwise.

I acknowledge that I have been provided and have read the above paragraphs and have not relied upon any other representations about this document: oral, written or otherwise. I am fully advised of the potential dangers of football officiating and understand waivers and releases are necessary to allow football officiating, the sport of football and the NHFOA to exist in its present form. Signing below acknowledges and certifies that I am properly prepared to be a football official, possessing specialized knowledge about the game of football and its rules, which is greater than the average person's football knowledge. I realize I have an ongoing duty to be informed of the rules of the game, especially those rules and regulations involving the safety of the players, others and myself.

This waiver and consent agreement covers the time period from the date NHFOA receives a signed copy, as acknowledged by the NHFOA below, until August 1, 2010 and waives any cause of action originating from this time period.

I acknowledge that I am not employed by or under the control of the NHFOA. In no way was I forced to sign this document, nor was either party in a position of superior bargaining power. I was given time to review this document in full, ask questions about the document and, if desired, seek advice from an attorney prior to signing. I acknowledge I was able to comment on and request changes to this document prior to signing and changes to this document were made during the drafting and negotiation process based on comments from the general membership of the NHFOA. Finally, I acknowledge and recognize I am able to officiate football games without the benefits, services and camaraderie that the NHFOA provides to its members and the signing of this document is one step in gaining membership to the NHFOA. I understand the signing of this document is not required to be a football official, only to gain membership with the NHFOA.

Name of Participating Football Official (I, Me, Myself above)

Date of Birth

Street Address

Town/City

State

Signature of Participating Football Official

Date Signed

Authorized Representative, NHFOA

Date Waiver Received