

WORKOUT WAIVER AND RELEASE OF LIABILITY

On November 16, 2019, _____ (“Player”) will voluntarily participate in a workout at the Atlanta Falcons Headquarters & Training Facility at 4400 Falcon Parkway, Flowery Branch, Georgia, 30542 (the “Facility”). Player understands that the Workout may include, without limitation, various physical tests, questionnaires, time and/or agility tests, and such other tests to which Player may reasonably agree (collectively, the “Workout”) for purposes of Player’s consideration for prospective employment by NFL Clubs. In consideration for the opportunity to participate in the Workout on November 16, 2019, Player agrees to the following:

1. Player understands that participation in the Workout requires physical conditioning and therefore represents and warrants that (i) he is in excellent physical condition capable of participating in the Workout without risk to himself and (ii) has no known mental, emotional, or physical disabilities, injuries, or issues that would prohibit, inhibit, or limit Player’s full participation or would threaten, jeopardize, or risk Player’s well-being or the well-being of any other persons participating in the Workout;
2. Player acknowledges that he has been made **no promise of employment**, and understands that his participation in the Workout does not constitute employment by any of the Released Parties (as defined herein), but **desires to participate in the Workout voluntarily in order to be considered for possible future employment**. Player further acknowledges that **his participation in the Workout does not guarantee that Player will be offered employment** by any of the Released Parties at any time.
3. Player expressly waives a physical examination prior to, at, during, or following the Workout and expressly agrees that he does not require or desire a physical examination.
4. Player understands and acknowledges that the activities that occur during the Workout are inherently dangerous and may result in Player’s bodily injury or death. Player further understands that his participation in the Workout involves risks, inherent or otherwise, that cannot be eliminated and that may cause serious injury or illness, including, without limitation, physical injuries, aggravation of existing injuries, strokes, seizures or even death. Player is an experienced athlete and understands that physical injury is common among professional and amateur athletes and can happen at any time, including during the Workout and with or without physical contact. Player further acknowledges that any of such injuries can reduce or eliminate his ability to play professional and/or amateur sports and can impair other life functions. Player accepts sole responsibility for all risks, both known and unknown, related to his participation in the Workout and acknowledges that he is participating in the Workout with knowledge and awareness of such risks.
5. Player understands and acknowledges that playing surfaces and other flooring at the Facility may be imperfect and have defects, holes, patches lacking grass or turf, and may be wet or have other conditions that may result in or contribute to injury. Player accepts the playing surface and other flooring at the Facility in their current condition and with all faults.

6. Player understands and acknowledges that playing equipment such as footballs, kicking tees, shoes, helmets, blocking sleds, weight equipment, treadmills, and any other equipment, whether similar or dissimilar, may have defects that can contribute to or result in injury.

7. **In consideration for the opportunity to participate in the Workout, Player, for himself, his personal representatives, executors, administrators, heirs, successors and assigns, hereby releases, discharges, and agrees to indemnify and hold harmless** National Invitational Camp, Inc., National Football Scouting, Inc., the owner(s), operator(s) and manager(s) of the Facility, any and all individuals participating in or present at the Workout, including, without limitation, Joe Philbin, the National Football League (“NFL”) and each of its 32 NFL Member Clubs, and each of the foregoing parties’ respective direct and indirect affiliates, partners, subsidiaries, agents, representatives, employees, shareholders, officers, directors, attorneys, insurers, successors and assigns (collectively, the “Released Parties”), **from and against any and all claims, demands, actions, causes of action, suits, grievances, costs, losses, expenses, damages, injuries, illnesses, and losses (including death) caused by, arising out of, occurring during, or related directly or indirectly to the Workout,** Player’s presence at the Facility, and any medical treatment or services rendered in connection with or necessitated by Player’s participation in the Workout.

8. Player understands and acknowledges that Player is fully and finally releasing and discharging the Released Parties from any and all liability related to any injuries occurring at, arising from, related to, or aggravated by the Workout, whether such injury has an unknown cause or is caused by physical contact, the playing surface, and/or other surfaces at the Facility, faulty equipment, or any other cause or causes. Player understands that Player will be solely responsible for the cost of his own medical care, rehabilitation, surgery, and/or other treatment in the event he sustains any injury during or as a result of the Workout. It is the express intention of Player to release and absolve the Released Parties, and Player confirms that he would not be permitted to participate in the Workout unless he agrees to execute this Workout Waiver and Release of Liability (the “Release”).

9. Player further understands that should any first aid or medical services be provided or made available to Player in connection with his participation in the Workout, the provision or availability of which is not guaranteed, the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such first aid or medical services or the failure to provide or to continue to provide such medical services.

10. Player further authorizes the Released Parties to authorize or consent to, on behalf of Player, any emergency medical treatment that may become necessary in the event that Player is not capable of giving such authorization at the time emergency medical treatment is needed.

11. Player hereby grants the Released Parties the right to use and distribute Player’s name, photographs, voices, image, likeness, and any other protectable features to NFL Clubs and

their representatives or employees, including scouts, for purposes of evaluating the potential employment of Player without further authorization or compensation.

12. This Release shall be binding upon Player's heirs, executors, administrators, personal representatives, and assigns.
13. This Release is governed by the laws of New York, without regard to conflict-of-law principles, and is intended to be as broad and inclusive as permitted by the laws of the State of New York. If any portion hereof is held invalid, the balance shall continue in full legal force and effect. Any and all claims or disputes arising out of Player's participation in the Workout or this Release shall be adjudicated solely in federal or state court in New York, New York. Player consents to personal jurisdiction in such courts.

In signing this Release, Player hereby acknowledges and represents that he:

- (1) Has read the foregoing Release, understands it, and signs it voluntarily.
- (2) Is over eighteen (18) years of age and has the legal capacity to execute this document and to make the representations, waivers, disclosures, and releases herein contained.
- (3) Is not an agent, servant, or employee of any of the Released Parties, but rather a volunteer seeking to be evaluated at Player's sole and entire risk.

Signature

Date

Print Name