## RELEASE AND NCAA COMPLIANCE ATTESTATION

# For Participation in Activity in University Department of Athletics Facilities that is <u>Not</u> Sponsored or Operated by the Department of Athletics

For the purposes of this document, herein after referred to as "Release," the party intending to participate in the activity in the University Department of Athletics facilities shall hereafter be referred to as "Participant." The University of North Carolina at Chapel Hill, and its trustees, officers, employees and agents, acting within the course and scope of their duties, shall hereafter be referred to as "University." The activity in the University Department of Athletics facilities that the Participant will participate in shall hereafter be referred to as the "Activity."

#### **Description of Activity:**

- 1. **Release, Waiver of Liability, and Assumption of Risk:** In consideration of the opportunity afforded Participant to participate in the Activity in the University Department of Athletics facilities, Participant hereby releases and forever discharges the University from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from or in connection with the Activity. Participant understands that this Release discharges the University from any liability or claim that Participant may have against the University with respect to any bodily injury, personal injury, illness, death, property loss, or property damage that may result from participation in the Activity. Participant understands and acknowledges that potential risks to health and personal property may be associated with participation in the Activity, and Participant voluntarily assumes those risks.
- 2. Medical Treatment and Preexisting Medical Conditions: Participant hereby releases and forever discharges the University from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activity. Participant will take for herself or himself any appropriate precautions or medications to treat and/or reduce the likelihood of exacerbating any pre-existing health conditions or allergies.
- 3. **Permission for Use of Name, Image and Statements:** Participant hereby grants to the University permission to reproduce Participant's name, likeness, identity, voice, photographic image, video image, and oral or recorded statements in any publication of the University intended for research, educational, promotional, fund-raising or other related use, including but not limited to, film broadcast, printed publications, web pages and web-based publications, associated with the University. Participant will receive no money or remuneration of any kind from the University related to this grant of permission.
- 4. **Other:** This Release shall be binding and enforceable against Participant and Participant's Representatives. This Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.
- 5. **Permission for Use of Name, Image and Statements:** Participant hereby grants to the University permission to reproduce Participant's name, likeness, identity, voice, photographic image, video image, and oral or recorded statements in any publication of the University intended for research, educational, promotional, fund-raising or other related use, including but not limited to, film broadcast, printed publications, web pages and web-based publications, associated with the University. Participant will receive no money or remuneration of any kind from the University related to this grant of permission.
- 6. **No University Sponsorship:** By signing below, Participant hereby acknowledges and understands that the Activity is a privately run event, and is not operated by or through The University of North Carolina at Chapel Hill. The Activity is neither sponsored, controlled, nor supervised by The University of North Carolina at Chapel Hill but rather is under the sole sponsorship, control, and supervision of the applicable person(s) running the event.

### I HAVE CAREFULLY READ THIS RELEASE.

Name of Participant (Or Parent or Guardian if Participant is Under 18)

Signature of Participant (Or Parent or Guardian if Participant is Under 18)

Date

- Individuals (including former UNC student-athletes) who are employed as or serve as liaisons between agents, runners, or financial advisors, or whose employment is in any way related to representation of players, are not permitted to use UNC Athletics Facilities. Recruiting on behalf of or for any agent, advisor, or other professional representative outside the presence of the Department of Athletics Compliance Office in accordance with the Department of Athletics Agent and Advisor Program is strictly prohibited.
- Individuals (including former UNC student-athletes) may not provide material benefits of any kind (e.g., meals, lodging, transportation, clothing, jewelry, training expenses, etc.) directly to any current student-athlete, even former teammates, without the prior express written aproval of the UNC Compliance staff.
- Should an individual wish to provide <u>any</u> benefits to <u>any</u> current UNC student-athlete, he/she must, <u>in advance</u>, request permission from the UNC Compliance staff.
- All Facility Users are expected to comply with all NCAA rules and Department of Athletics policies at all times. Should an individual ever have a question about any NCAA rule(s), they are expected to contact the Department of Athletics Compliance Office immediately. All Facility Users are expected to promptly notify the Department of Athletics Compliance Office should they become aware of any suspected violation of any law, NCAA rule, UNC or Department of Athletics policy, or any other regulation or legislation.

#### I UNDERSTAND THE ABOVE TERMS AND CONSENT TO ABIDE BY THEM.

Name of Participant or Guardian	Signature of Participant or Guardian	Date