# ELIGIBILITY, CONSENT TO PARTICIPATE, ACKNOWLEDGEMENT OF RISK, LIABILITY WAIVER, AND RELEASE

The student-athlete and the student-athlete's parent(s)/legal custodian(s) must read this statement carefully and sign where required. By signing this form, all parties agree that they have accurately completed all sections of the form and have read and agree to the terms of this form as detailed.

This document must be signed by the student-athlete of an NCHSAA member school and the student-athlete's parent(s)/legal custodian(s) <u>before</u> participation. Student-athletes may not participate without the signature of the student-athlete and the student-athlete's parent(s)/legal custodian(s).

I (the student-athlete) and we (the student-athlete and the student-athlete's parent[s]/legal custodian[s]) have read and understood the eligibility rules applicable to participation in sports through the North Carolina High School Athletic Association (NCHSAA). We understand that a copy of the NCHSAA Handbook is on file with the member school's principal and/or athletic director, that the Handbook is available on the NCHSAA's website (nchsaa.org) at no cost, and that we may review it in its entirety if we so choose. We know that our school is a member of the NCHSAA and must adhere to all regulations that govern interscholastic athletic programs, including but not limited to federal and state laws, local regulations, rules adopted by the State Board of Education, and the rules of the NCHSAA. We agree to follow the rules of our school and the NCHSAA and to abide by the school's and the NCHSAA's decisions. We acknowledge and understand that participation in interscholastic athletics is a privilege, not a right. We understand that classroom performance, dropping a class, or taking coursework through other educational options could affect eligibility to participate in athletics.

### STUDENT CODE OF RESPONSIBILITY

As a student-athlete, I understand and accept the following responsibilities:

- I will **respect the rights and beliefs** of others and will treat others with courtesy and consideration.
- I will be **fully responsible** for my own actions and the consequences of my actions.
- I will **respect the property** of others.
- I will respect and obey the rules of my school and the laws of my community, state, and country.
- I will **show respect to those who are responsible for enforcing the rules** of my school and the laws of my community, state, and country.
- I understand that a student whose character or conduct violates the school's Athletic Code or School
  Code of Responsibility could be deemed ineligible for a period of time as determined by the principal or
  school system administration.

### **LIABILITY WAIVER AND RELEASE**

#### PLEASE READ CAREFULLY BEFORE SIGNING

I (the student-athlete) and we (the student-athlete and the student-athlete's parent[s]/legal custodian[s]) recognize that participation in interscholastic athletics involves some inherent risks for potentially severe injuries including, but not limited to, death, serious neck, head, and spinal injuries that may result in complete or partial paralysis, serious injury to internal organs, serious injury to all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system, serious injury to or impairment of other aspects of the body, or effects on the general health and well-being of the child. Although death and serious injuries are not common in supervised school athletic programs, it is impossible to eliminate all risk. Because of these inherent risks, we recognize the importance of the student-athlete following coaches' instructions regarding playing techniques, training, and other team rules. We recognize that we have a responsibility to help reduce that risk. We understand that student-athletes must obey all safety rules, report all physical and hygiene problems to their coaches, follow a proper conditioning program, and inspect their own equipment daily.

I (the student-athlete) and we (the student-athlete and the student-athlete's parent[s]/legal custodian[s]) understand that all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Further, we understand that if the student-athlete is removed from a practice or

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competition due to a suspected concussion, he or she will be unable to return to participation unless and until clearance is given in compliance with applicable laws. We also acknowledge that we have received, read, and signed the Gfeller-Waller Concussion Information Sheet, and that we have viewed the CrashCourse concussion education video.

\* \* \*

I (the student-athlete) and we (the student-athlete and the student-athlete's parent[s]/legal custodian[s]) hereby irrevocably and unconditionally release, acquit, and forever discharge the NCHSAA, its member schools, and the directors, officers, agents, attorneys, representatives, and employees of the NCHSAA and its member schools (collectively, the "Releasees" and each individually a "Releasee"), from any and all losses, claims, demands, actions and causes of action, obligations, damages, and costs or expenses of any nature whatsoever (including attorneys' fees) that the student-athlete and/or the student-athlete's parent[s]/legal custodian[s] incur or sustain to person, property, or both that arise out of, result from, occur during, or are otherwise connected with or related to the student-athlete's participation in interscholastic athletics, if due to the ordinary negligence of any Releasee(s).

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I (the student-athlete) and we (the student-athlete and the student-athlete's parent[s]/legal custodian[s]) hereby consent to allow the student-athlete to receive medical treatment that may be deemed advisable by the NCHSAA, its member schools, or member school representatives in the event of injury, accident, or illness while participating in interscholastic athletics, including, but not limited to, the transportation of the student-athlete to a medical facility. We consent to medical treatment for the student-athlete following an injury or illness suffered during practice and/or a contest. We understand that in the case of injury or illness requiring treatment by medical personnel and transportation to a health care facility, a reasonable attempt will be made to contact the parent/legal custodian if the student-athlete is a minor, but that, if necessary, the student-athlete will be treated and transported via ambulance to the nearest hospital. We further authorize the use or disclosure of the student-athlete's personally identifiable health information should treatment for illness or injury become necessary. We agree that we have received adequate notice of health care services as required by N.C. Gen. Stat. § 115C-76.45(1) and that our consent herein to such services is sufficient to satisfy N.C. Gen. Stat. §§ 90-21.10B, 115C-76.45(1).

I (the student-athlete) and we (the student-athlete and the student-athlete's parent[s]/legal custodian[s]) give the NCHSAA, its member schools, and member school representatives permission to use and disclose the necessary personally identifiable information from the student-athlete's education records including academic, financial, and health care information, to third parties including school representatives, coaches, athletic trainers, medical facilities, medical staff, NCHSAA legal counsel, and the media, for the purpose of receiving proper/necessary medical care and complying with the NCHSAA rules, State Board of Education rules, and any applicable laws, including making determinations regarding eligibility to participate in interscholastic athletics and any administrative or legal proceedings resulting from participation or attempted participation in interscholastic athletics, without such disclosure constituting a violation of rights under the Family Educational Rights and Privacy Act. We further release the NCHSAA, its member schools, and the directors, officers, agents, attorneys, representatives, and employees of the NCHSAA and its member schools from any and all claims arising out of the use and disclosure of said necessary personally identifiable information.

I (the student-athlete) and we (the student-athlete and the student-athlete's parent[s]/legal custodian[s]) give the NCHSAA, its member schools, and member school representatives permission to release the student-athlete's demographic information (including motion picture and still photographic images) and participation statistics (including height, weight, year in school, participation history, and other performance-based statistics) and other information as may be requested or presented. We agree that the student-athlete may be photographed or otherwise digitally or electronically captured during school-based competition, and that such product may be used in the course of normal NCHSAA business including commercial and internet-based video and still images. We acknowledge and agree that any of this material may be used without permission or compensation specifically related to the NCHSAA and its events,

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without such use constituting a violation of rights under the Family Educational Rights and Privacy Act. We consent to the use of the student-athlete's name, image, likeness, and athletic-related information in reports of contests, promotional literature of the NCHSAA, and other materials and releases related to interscholastic athletics, and grant the NCHSAA the right to photograph and/or videotape the participant and further to use the student-athlete's face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, promotional, and commercial materials without reservation or limitation.

By signing this document, we acknowledge that we have read the above information and that we consent to participation by the herein named student-athlete. We understand that the authorizations and rights granted herein are voluntary and that we may revoke any or all of them at any time by submitting said revocation in writing to the student-athlete's member school. We understand that if we submit a revocation, the student-athlete will no longer be eligible for participation in interscholastic athletics; provided, however, that revoking authorization to use the student-athlete's name, image, likeness, and athletic-related information will not affect eligibility.

Student's Signature	Date of Birth	Grade in School	Date

## READ THE ABOVE FORM COMPLETELY AND CAREFULLY.

YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF THE NORTH CAROLINA HIGH SCHOOL ATHLETIC ASSOCIATION AND ITS MEMBER SCHOOLS USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN ATHLETIC PARTICIPATION THAT CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE NORTH CAROLINA HIGH SCHOOL ATHLETIC ASSOCIATION. ITS **MEMBER** SCHOOLS, **AND** ANY DIRECTOR, OFFICER, AGENT, REPRESENTATIVE, OR EMPLOYEE OF THE NORTH CAROLINA HIGH SCHOOL ATHLETIC ASSOCIATION OR ITS MEMBER SCHOOLS IN A LAWSUIT FOR ANY PERSONAL INJURY TO YOUR CHILD (INCLUDING DEATH), OR FOR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE INHERENT IN ATHLETIC PARTICIPATION. YOU HAVE A RIGHT TO REFUSE TO SIGN THIS FORM, AND THE NORTH CAROLINA HIGH SCHOOL ATHLETIC ASSOCIATION HAS THE RIGHT TO REFUSE TO ALLOW YOUR CHILD TO PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature of Parent or Legal Custodian	Date

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