



CHICAGO BEARS FLAG FOOTBALL PROGRAM AGREEMENT

This Flag Football Program Agreement (the "Agreement"), is dated as of April 30, 2026 between **The Chicago Bears Football Club, Inc.** ("Bears") and **Antioch Upper Grade School** ("Venue").

1. The Flag Football Program conducted by the Bears consists of a ninety (90) minute football clinic for children that focuses on introduction and development of flag football skills through sixty (60) minutes of physical activity by completing six (6) organized football drills.

2. Venue has requested the Bears come to its facility at 800 Highview Drive Antioch, IL 60002 to conduct the Flag Football Program May 26, 2026 from 11:00 AM to 2:00 PM ("Event").

3. The Bears hereby agree to conduct the Flag Football Program at Venue's facilities at no charge to Venue conditioned upon acceptance of the the terms and conditions set forth in this Agreement.

4. Venue agrees and understands that the Event and/or similar football related activities that occur during the Event and/or arising out of use of Venue's facilities are considered inherently dangerous, carrying with them significant risk of serious personal injury, death and property damage. Venue accepts all risk of liability associated with the Event. Specifically, Venue has agreed to accept full and complete responsibility for the acts and omissions of all third party participants during the Event. In addition, Venue has agreed to accept full and complete responsibility for control of Venue's facilities and ensuring the safety of all participants during the Event.

5. By allowing Event to take place at the Venue facilities, Venue also knowingly and voluntarily assumes and accepts full responsibility for, and risk of, any illness, death or other injury to Venue employees, Bears employees and contractors, and all Event participantants (and all related damages, liability and other losses of Venue, Bears, Event participants and any Related Party) arising out of or relating in any way to exposure to, or transmission of, COVID-19 during the Event, and/or while in close physical proximity with any Bears employees and/or contractors, including, without limitation, all risks based on the sole, joint, active or passive negligence of the Bears and/or its employees or third party contractors.

6. Venue will have all the participants sign a waiver, see Exhibit A, releasing the Bears and the Venue from any and all liability for injuries to the participants and provide Bears with the executed waivers prior to the Event.

7. Venue will provide the Bears with a certificate of insurance naming the Bears as an additional insured covering General Liability (\$1,000,000), Auto (\$1,000,000), and Workers Compensation (\$1,000,000). Failure to provide acceptable and timely evidence of these insurance requirements to the Bears upon request will result in the immediate termination of the Flag Football Program at Venue's facility.

8. The Bears shall not charge Venue any fees or expenses associated with conducting the Flag Football Program. In consideration of Bears conducting the Flag Football program at Venue's facilities, and intending to be legally bound, Venue, on behalf of itself, its members, agents and employees hereby agrees to release, indemnify, defend and hold harmless Bears, and their respective officers, agents and employees, from all liability, claims, lawsuits, charges, expenses (including counsel fees) and costs on account of or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Venue, its members, agents or employees, or third persons, from any cause or causes whatsoever arising out of the Event and use of Venue's facilities. This release and indemnification includes any and all claims and/or suits arising out of or relating to any exposure to or transmission of COVID-19 at the Venue and/or in connection with the Event, including any close proximity between Event participants and Bears employees and/or third party contractors, including,

but not limited to, claims based on injury to, death of, hospitalization of, loss of income by, loss of consortium by, physical or emotional injuries and/or damages or property damage to any person.

9. Venue hereby covenants and agrees to indemnify, defend and hold harmless Bears and their respective officers, agents and employees, from and against any and all liability, claims, charges, expenses (including counsel fees) and costs on account of or by reason of any injuries, liability, claims, suits, or losses however occurring or damages growing out of the same, arising out of the Event and use of Venue's facilities.

10. The Bears have the right to terminate the Event if, in the sole discretion of Bears, the Event interferes with any schedule or operation of the Bears, or if the event cannot be held by reason of fire, flood, acts of God, strikes, labor disturbances, or other events beyond the control of the Bears. Venue agrees to release, hold harmless and defend the Bears from any costs, including legal fees, due to the Bears' termination of the Event in the Bears's sole discretion.

11. Venue hereby irrevocably grants to the Bears the right and license in perpetuity to publish, use, modify and distribute throughout the world, in the Bears sole discretion, photographs and/or video of the Event, which includes Venue's and/or Venue's facility name, image, likeness, photograph, voice, personality, performance, and any other personally identifiable information ("Information") in connection with the advertising, promotion, publicity and sales of the Bears, the Flag Football Program, NFL, and the products and brands of their sponsors and/or affiliates in any and all forms of media now known or hereafter developed ("Materials").

12. This Agreement shall be governed by the laws of the State of Illinois. Venue hereby agrees to be subject to the jurisdiction of the courts of Lake County, Illinois and agrees further that Lake County shall be the location and forum for any and all legal actions brought under this Agreement.

13. As evidenced by the signing of this Agreement, Venue agrees to the terms specified herein.

ANTIOCH UPPER GRADE SCHOOL

THE CHICAGO BEARS FOOTBALL CLUB, INC.

By:

By:

Please Print Name and Title

Please Print Name and Title

EXHIBIT A
FLAG FOOTBALL PROGRAM
WAIVER AND GENERAL RELEASE OF LIABILITY

In return for and as an inducement and material condition precedent to **Antioch Upper Grade School** ("Venue") permitting the individual(s) listed below (hereinafter individually and collectively referred to as the "Participant") to participate in the Chicago Bears Flag Football Program at the Venue (such as, but not limited to (a) any and all football related drill and activities, including but not limited to pass catching, punt catching, punting, throwing, tackling, blocking, running, racing and/or field-goal kicking, (b) all coaching clinics, educational sessions, and/or drills and/or other similar activities, and (c) any and all workouts, tryouts, testing, timing and/or exercises (the "Event") the undersigned individually and personally and on behalf of the Participant and the Participant's respective, heirs, executors, administrators, estate, family and assignees, has agreed to and does hereby, covenant, represent and warrant and: (i) waive and release (and agrees not to sue) **Antioch Upper Grade School** and The Chicago Bears Football Club, Inc. ("Chicago Bears") and each of their respective subsidiary companies, officers, shareholders, directors, agents and employees (hereinafter individually and collectively referred to as the "Released Parties") of and from and for any and all manner of suits, claims, demands, losses, costs, charges, expenses and/or liabilities from and/or for property damage, personal injury or wrongful death (even if caused by ordinary negligence on the part of any of the Released Parties) in any way arising out of or in any way related to the Participant's participation in the Event; (ii) acknowledge that participation in the Event involves certain risks, including, but not limited to, those of serious injury or death; (iii) acknowledge that Participant is voluntarily participating in the Event with knowledge of the danger involved and without limiting the generality of the foregoing agree to accept and assume all risks or participation in the Event and all related activities; (iv) consent to administration of first aid and other medical treatment in the event of injury or illness; (v) agree to indemnify and hold harmless the Released Parties for any and all claims and/or suits arising out of or relating to participation, related activities, and any exposure to or transmission of COVID-19 arising out of the Event at Venue, including but not limited to, transportation to and from the Event, any close proximity between Event participants and Chicago Bears employees and/or third party contractors, and medical treatment; (vi) wear a mask and practice social distancing at all times while I am participating in the Event if I am not vaccinated; (vii) consent to let the Chicago Bears use Participant's likeness, name, portrait, recorded voice, and biographical material, free of charge, to advertise, promote and publicize the Chicago Bears, but not as an endorsement of any product or service of any advertiser; and, (viii) acknowledge that this Waiver and General Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and that if any portion of this document is invalid, the remainder will continue in full legal force and effect. The undersigned further agrees that any legal proceeding related to Participant's participation in the Event will, at the Released Parties option, take place in Lake County, Illinois.

The undersigned further covenants, represents, warrants and agrees that he/she is of legal age; has read this Waiver and General Release of Liability and fully understands its terms and conditions and is hereby giving up legal rights and remedies; and, has full power, right and authority to and has voluntarily and freely signed this Waiver and General Release of Liability on behalf of the Participant, as aforesaid, and intends it to be legally binding.

SAMPLE ONLY DO NOT COMPLETE DETAILS

Printed Name of Participant _____ Signature of Participant's Parent or Legal Guardian _____ Date _____

PARENT/GUARDIAN INDEMNITY AND RELEASE FROM LIABILITY

(If participant is under 18 years of age, the parent(s) or guardian(s) must execute the above, on behalf of the participant and, in addition, must execute the following representation, indemnity and release:)

The undersigned, Parent or Legal Guardian, referred to as the parent(s) and natural guardian(s) or legal guardian(s) of Participant, does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the Releasees from all loss, liability, damage, cost or claim whatsoever that may be imposed upon any of the Releasees because of any defect in or lack of such capacity to so act and release the Releasees on behalf of the undersigned.

SAMPLE ONLY DO NOT COMPLETE DETAILS

Signature of Parent or Legal Guardian (as described above) _____ Date _____