

**De La Salle Collegiate Department of Athletics**  
**PERMISSION TO USE PERSONAL FOOTBALL HELMET**

Student Name: \_\_\_\_\_ (“Student”) School Year: \_\_\_\_\_ De La Salle Collegiate: {“School”}

This Permission to Use Personal Football Helmet Form (“Permission Form”) has been signed only after understanding and considering the following. By signing this form, the student and the parents/guardians of Student (“Parents”), certify that we have thoroughly read, understand, and accept the following terms and conditions, which will govern the Student’s use of a personal football helmet (“Personal Helmet”) during this calendar year (including all practices, scrimmages, and games) (“Current Football Season”).

1. De La Salle Collegiate (“DLS” or “School”) traditionally provides varsity and junior varsity football players at each respective WCPSS high school a football helmet (“School Helmet”) certified by the National Operating Committee on Standards for Athletic Equipment (“NOCSAE”) for each football season. Each School Helmet is inspected, reconditioned, and recertified on an annual basis.

2. We, the Student and Parents, have elected to forego use of the School Helmet and to provide a Personal Helmet for Student’s use during the Current Football Season. Parents and/or Student are responsible for ensuring that the Personal Helmet has been certified according to NOCSAE standards for the Current Football Season. Student shall not be permitted to use a Personal Helmet for the Current Football Season unless this Permission Form is signed by Parents and the Personal Helmet has been certified for the Current Football Season in accordance with all NOCSAE standards. If this is the first year the student is using the Personal Helmet, the Personal Helmet must have been purchased new and never have been used before in any practice, scrimmage, or game.

3. **Personal Helmet Requirements.** Any Personal Helmet provided by Parents and used by Student during the Current Football Season must meet all NOCSAE certification standards. Parents and/or Student shall: (1) present the Personal Helmet to one of the School’s football coaches to ensure that it conforms with all NOCSAE standards; (2) donate the Personal Helmet to the School after the student leaves the program or exhausts his interscholastic athletic eligibility; (3) allow the School to have the Personal Helmet reconditioned and recertified each year by the School’s vendor. The Personal Helmet must have permanent seal affixed to the exterior of its shell a clearly legible statement from its manufacturer which can easily be read without removal of any decal tape, other temporary material or permanent part, containing the following information: “No helmet can prevent all head or any neck injuries a player might receive while participating in football. Do not use this helmet to butt, ram or spear an opposing player. This is in violation of the football rules and such use can result in severe head or neck injuries, paralysis or death to you and possible injury to your opponent.” In addition, a replica of the “MEETS NOCSAE STANDARD” seal must appear legibly on the exterior of the Personal Helmet shell. DLS reserves the right to deny any Personal Use helmet it deems unacceptable and for any reason.

4. **Personal Helmet Use and Care.** The Personal Helmet may only be used according to the terms and conditions described in this document. The Student’s use of the Personal Helmet will be governed at all times, both on and off campus, by all applicable DLS policies, as well as any additional rules, regulations, and restrictions that may be imposed by DLS (including those of the School’s head football coach). Unless being removed for practices, scrimmages, games, inspection, reconditioning, recertification, or repair, Student’s Personal Helmet must remain on School property with School Helmets. Student must perform Personal Helmet daily and weekly inspections, in accordance with the School’s regular procedures. The Personal Helmet shall be fitted to Student according to the School’s regular procedures for School Helmets. Student shall not share the Personal Helmet with any other person or permit any other person to use the Personal Helmet. If Personal Helmet is malfunctioning or damaged, Student shall immediately cease use of Personal Helmet and report such malfunctioning or damage to School’s head football coach. Student shall at all times follow the instructions of the head coach, assistant head coach(es), volunteer coach(es), or any other School personnel with regard to the Personal Helmet. As with School Helmets, if at any point any DLS employee (including the School’s head football coach) determines the Personal Helmet unfit for use or otherwise improperly cared for, he/she shall have the authority to require the Student to use a School Helmet and Student shall not use the Personal Helmet. If instructed to do so for any reason by any DLS employee (including the School’s head football coach), the Student or Parent will immediately surrender the Personal Helmet to that employee. Any violation of the terms or conditions set forth may result in possession or use of the Personal Helmet being suspended or terminated, with or without prior notice, at the sole discretion of DLS. In case of such suspension or termination, Student shall be provided a School Helmet for use.

5. **Annual Recertification.** Student shall not be permitted to use the Personal Helmet if it has not been certified for the Current Football Season (irrespective of whether it was worn during the previous calendar year). For each football season, Parents must obtain an inspection, reconditioning, and recertification of the Personal Helmet according to the most current National Athletic Equipment Reconditioner’s Association (“NAERA”) and NOCSAE guidelines. Student must surrender the Personal Use Helmet to the school to be recertified by the vendor of the School’s choice. All recertified helmets must be stamped, imprinted, or sealed with the NOCSAE recertification logo or trademark on the interior and exterior, indicating that the helmet has been reconditioned and recertified for the Current Football Season.

6. **Loss, Theft, & Damage.** Student is responsible for ensuring that the Personal Helmet is kept safe and secure at all times while it is in Student’s possession or under the Student’s control. Under no circumstances will Student leave the Personal Helmet unattended at any location, unless it is safely secured with School Helmets. While Personal Helmet is stored with School Helmets, School shall take reasonable steps to ensure the safe-keeping of Personal Helmet.

**De La Salle Collegiate Department of Athletics**  
**PERMISSION TO USE PERSONAL FOOTBALL HELMET**

If the Personal Helmet is lost or stolen, the Student will immediately report the problem to the School's head football coach. The Student and Parent acknowledge that they generally must bear the risk for the possibility that the Personal Helmet may be lost, damaged, or stolen during the Current Football Season. If for any reason the Personal Helmet is lost, stolen, damaged, or malfunctioning regardless of whether the Student is at fault, the Student and Parents shall be responsible for the cost of replacing or repairing Personal Helmet. Unless and until a lost, stolen, or damaged Personal Helmet is repaired or replaced with another Personal Helmet which meets the standards outlined above, Student shall use a School Helmet for all practices, scrimmages, and games.

7. **Ownership of Personal Helmet.** At the end of the Current Football Season (if the student is a graduating senior), or at any other time Student's relationship with the School's football team comes to an end, Parents and Student agree to donate the Personal Helmet for use in its football program. Parents and/or Student forfeit all rights of ownership to the Personal Helmet. Failure to surrender the Personal Helmet under the terms in this section will create a financial obligation to the Student and Parents for the fair market value of the Personal Helmet.

8. **Release.** To the maximum extent permitted by law, Parents and Student agree to release and waive, and further agree to indemnify, hold harmless or reimburse DLS, and its individual members, agents, employees and representatives thereof, including head coach(es), assistant coach(es), and volunteer coach(es), from and against any claim which Parent, any other parent or guardian, any sibling, Student, or any other person, firm or corporation may have or claim to have, known or unknown, directly or indirectly, for any losses, damages or injuries arising out of, during, or in connection with the Student's use of a Personal Helmet.

9. **Governing Law.** This agreement shall be governed by the laws of the State of Michigan.

**Student Name** \_\_\_\_\_  
Last Name First Name

**Student Signature** \_\_\_\_\_

**Parent/Guardian Name** \_\_\_\_\_  
Last Name First Name

**Parent/Guardian Signature** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Home Phone** ( ) \_\_\_\_\_ **Work Phone** ( ) \_\_\_\_\_ **Cell Phone** ( ) \_\_\_\_\_