

9.8 CONSENT AND RELEASE (FHSAA Form EL3 – Consent and Release from Liability Certificate)

9.8.1 Student Must Provide School with Signed Consent and Release Form to Participate. A student must have the consent of his/her parent(s) or legal guardian(s) to participate in interscholastic athletic programs at a member school prior to participating in interscholastic athletic competition or engaging in any practice, tryout, workout, or other physical activity associated with the student's candidacy for an interscholastic team. The student and his/her parent(s) or legal guardian(s) must also release the FHSAA, its member schools and contest officials from all liability for any injury or claim that may result from the student's participation in interscholastic athletics. This consent and release from liability must be provided in writing on a form developed by this Association for that purpose. The form must be signed by the student and his/her parent(s) or legal guardian(s). The student cannot be allowed to participate in any activity related to interscholastic athletic programs until the fully executed consent form is on file in the school. Collection and storage of this document shall follow Bylaw 9.7.3.1 above.

9.8.1.1 Board of Directors to Adopt Language for Consent and Release Form. The Board of Directors will adopt the language that must be contained in the consent and release form, which, at a minimum, will include the following:

- (a) A statement acknowledging that participation in interscholastic athletics may require the student to miss classes;
- (b) A statement authorizing the school to provide to the FHSAA for inspection the student's academic, attendance and financial assistance records when requested;
- (c) A statement warning of the health risks, including permanent disability and loss of life, involved in participating in interscholastic athletics (including, but not limited to, concussions, heat related illness, sudden cardiac arrest, etc.);
- (d) A statement authorizing the use or disclosure of the student's individually identifiable health information should treatment for illness or injury become necessary; and
- (e) A statement granting to the released parties the right to photograph and videotape the student and to use his/her name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, promotional and commercial materials without reservation or limitation.

9.9 AMATEURISM AND NAME, IMAGE, AND LIKENESS (NIL)

The Florida High School Athletic Association (FHSAA) recognizes the importance of maintaining amateurism in high school athletics. Compliance with this bylaw does not ensure maintenance of eligibility standards of other athletic associations, such as, but not limited to, the National Collegiate Athletic Association (NCAA), National Association of Intercollegiate Athletics (NAIA), National Junior College Athletic Association (NJCAA), or the governing body for a particular sport. Student-athletes are encouraged to communicate with those organizations to ensure any activity associated with Name, Image, and Likeness (NIL) complies with eligibility standards. Student-athletes and their families are encouraged to seek legal counsel and tax advice when considering NIL activity.

The FHSAA supports NIL education, which prepares student-athletes to make informed decisions. By providing student-athletes with knowledge about potential legal and financial drawbacks associated with NIL activities, high schools can contribute to the overall welfare of their student-athletes.

The following provisions shall determine the eligibility status of students who participate in interscholastic athletics for FHSAA member schools, related to amateur status.

9.9.1 General Principles. A student may not participate in an athletic activity of this Association unless he/she is an amateur. An amateur is one who engages in athletic competition solely for the physical, mental, social, and pleasure benefits derived from the activity.

9.9.2 Activities that may Impact Amateur Status. The following activities may impact a student-athlete's amateur status:

- (a) Competing for money or other monetary compensations;
- (b) Receiving any award or prize of monetary value which has not been approved by the FHSAA;
- (c) Capitalizing on athletic fame or performance by receiving money or gifts of a monetary nature;
- (d) Signing a professional playing contract in any sport or hiring a registered agent to manage his/her athletic career, other than for the purpose of advising on NIL related matters;
- (e) Competing under an assumed name;
- (f) Accepting a Name, Image, and Likeness (NIL) agreement that does not adhere to FHSAA Bylaw 9.9.



9.9.3 Permissible Awards, Gifts, or Other Compensation. A student-athlete will not forfeit his/her amateur status for accepting:

- (a) Symbolic awards such as school letters, medals, trophies, plaques, pins, keys, or ribbons of small monetary value purchased from an established award company;
- (b) Rings, sweaters, jackets, or award blankets provided that they are presented by the school which they represent and do not exceed the value of the purchase price from an established award company;
- (c) Remuneration of “essential expenses” for any game in which he/she participates as a player; limited to meals, lodging, and transportation;
- (d) College scholarship offers;
- (e) A Name, Image, and Likeness (NIL) agreement as defined in FHSAA Bylaw 9.9.

9.9.4 Name, Image, and Likeness (NIL). A student-athlete may profit from the use of their Name, Image, and Likeness subject to their compliance with FHSAA Bylaw 9.9. Permissible activities include, but are not limited to, commercial endorsements, promotional activities, social media presence, product, or service advertisements.

9.9.4.1 Name, Image, and Likeness Agreement. An NIL agreement is a fully executed, written contract that allows for student-athletes to profit from or be compensated for promoting, partnering, and/or representing product endorsements and other activities as defined in FHSAA Bylaw 9.9. An NIL agreement is limited to a student-athlete’s high school period of athletic eligibility and shall not extend beyond a student-athlete’s high school graduation date.

9.9.4.1.1 By entering into an NIL agreement, the student-athlete and his/her parent(s)/guardian(s) release their school, its district or governing body, and FHSAA from any liability related to, or arising from the NIL agreement.

9.9.4.1.2 The student-athlete and his/her parent(s)/legal guardian(s) shall hold harmless their school, its district or governing body, and FHSAA from any liability related to, or arising from the NIL agreement.

9.9.4.2 NIL Collectives. NIL Collectives include but are not limited to, groups, organizations, or cooperative enterprises that exist to collect funds from donors, individuals, or business to:

- (a) help facilitate NIL deals for student-athletes;
- (b) facilitate payments to or transfers funds to student-athletes;
- (c) create ways for athletes to monetize from their NIL; and/or
- (d) otherwise promote NIL for schools or student-athletes.

NIL Collectives shall not include school sanctioned team fundraising.

9.9.4.3 Use of Member School, FHSAA, or NFHS Markings. Student-athletes are prohibited from making any reference to and will not otherwise use or authorize others to use the uniforms, logos, mascots, insignia, or identifying marks of a member school, the FHSAA, the NFHS, and/or any FHSAA, NFHS, or member school event, game, or championship when engaging in any NIL activity. Student-athletes will be prohibited from monetizing their Name, Image, and Likeness with the use of their school’s uniform, equipment, logo, name, proprietary patents, products, and/or copyrights associated with an FHSAA member school, NFHS, and/or school district, either in public, print, or social media platforms, unless granted authorization by prior written consent from the school, district or governing body of the school, or Association, respectively.

9.9.4.3.1 Student-athletes may not endorse or promote any third-party entities, goods, or services during school-/district-sponsored activities or FHSAA activities.

9.9.4.3.2 No reference to FHSAA, NFHS, school, or school district accolades or championships may be used in the student’s NIL activities for which they are compensated.

9.9.4.4 Prohibited Engagements. Student-athletes are prohibited from engaging in any NIL activities involving the following categories of products and services:

- (a) Adult entertainment products and services;
- (b) Alcohol, tobacco, vaping, and nicotine products;
- (c) Cannabis products;
- (d) Controlled substances;
- (e) Prescription pharmaceuticals;
- (f) Gambling, including sports betting, the lottery, and betting in connection with video games, online games, and mobile devices;
- (g) Weapons, firearms, and ammunition;
- (h) Political or social activism; and
- (i) NIL Collectives.



9.9.4.5 Representative of a School's Athletic Interests. No school employee, athletic department staff member, or representative of a school's athletic interests as defined in Bylaw 1.4.17 (a-e), may form, direct, offer, provide, or otherwise engage in any activity outlined in FHSAA Bylaw 9.9. Representatives of a school's athletic interests as defined in Bylaw 1.4.17(f) are subject to the prohibitions included in 9.9.4.2 and 9.9.4.4(i).

9.9.4.6 Must Not be Used to Recruit. NIL activities shall not be used to pressure, urge, or entice a student-athlete to attend a school for the purpose of participating in interscholastic athletics. The NIL agreement shall not be used as a guise for athletic recruiting (reference Policies 36 and 37).

9.9.4.7 Student Transfers. A student-athlete who transfers after starting a sport, shall be prohibited from securing an NIL agreement that season, unless he/she meets one of the provisions outlined in Bylaw 9.3.2.2.

9.9.5 Penalties.

9.9.5.1 Penalties Assessed to Schools. Failure to comply with FHSAA Bylaw 9.9.4 may result in the assessment of disciplinary measures outlined in Policy 36.5.3 and/or Policy 37.3.3.

9.9.5.2 Penalties Assessed to School Employees and Contractors. Failure to comply with FHSAA Bylaw 9.9.4 may result in the assessment of penalties outlined in Policy 36.5.4 and/or Policy 37.3.4 (§1006.20(2)(b)2, F.S.).

9.9.5.3 Eligibility Effect of Violation. Any violation by a student-athlete of the provisions of Bylaw 9.9 shall result in escalating sanctions. However, a student-athlete who falsifies information or who receives an impermissible benefit will be deemed ineligible in accordance with Bylaw 9.1.2.2 or Policy 36.5.2, respectively.

9.9.5.3.1 For a first offense, the student-athlete shall receive a formal warning. If applicable, the student shall immediately terminate/modify the NIL agreement, remove any advertisement, promotional activity, or endorsement, and return any awards, gifts, or other compensation.

9.9.5.3.2 For a second offense, the student-athlete will be ineligible to represent any member school for a period of one year from the date of discovery.

9.9.5.3.3 For a third offense, the student-athlete will be ineligible to compete in any interscholastic athletic contest in any sport for the duration of the student-athlete's high school career.

9.10 ATHLETIC CONTEST PARTICIPATION

9.10.1 Athletic Contest Participation Defined. A student in athletic uniform during an athletic contest is defined as having participated in that contest. Any member school which allows a student to participate in interscholastic athletic competition (dress in any part of the full uniform worn for that contest with the exception of a cap) in violation of the regulations of this Association will be held guilty of using an ineligible student and subject to the penalties assessed.

OPERATIONAL BYLAW, ARTICLE 10

Compliance and Enforcement

10.1 PRINCIPLES AND PENALTIES

10.1.1 General Principles. The Executive Director shall have the authority to direct audits and compliance reviews and to investigate all alleged violations of this Association's Bylaws, as well as regulations, guidelines, policies, or procedures established by the Board of Directors. The procedures outlined in Policy 39 (Policy on Investigative Procedures), which shall be in full compliance with Florida Statute 1006.20(2)(g), will be followed for such investigations. All findings shall be disclosed to the member school in writing, setting forth the findings of fact and specific violation upon which the decision is based.

10.1.1.1 Notification to Member School Representatives. The member school must notify any member school representative in writing who receives a sanction and/or penalty as a result of the decision rendered.

10.1.2 Penalties and Sanctions. The Executive Director shall have full authority to invoke one or more of the following penalties and/or sanctions against the violating school or person:

- (a) **REPRIMAND**—An official letter of censure to the concerned party in regard to the offense committed which warns against further violations. This letter will be kept on file for future reference.
- (b) **FINE**—A monetary payment.
- (c) **FORFEIT**—The forfeiture of an interscholastic athletic contest.
- (d) **PROBATION**—Types of probation that may be imposed are as follows:
 - 1) **Administrative Probation**—The school or person is reprimanded, fined, and served notice that it is in a period of warning for a minimum of one calendar year. Additional violations during this time will result in increased penalties which may include expulsion.

