



OHIO HIGH SCHOOL ATHLETIC ASSOCIATION

Doug Ute, Executive Director

INSTRUCTIONS FOR COMPLETING BYLAW 4-11, NIL/PERSONAL BRANDING RIGHTS AGREEMENT AFFIRMATIONS

This affidavit must be completed by the STUDENT and AT LEAST ONE PARENT/GUARDIAN, regardless of the age of the student, in the presence of a notary. Once complete, please submit through the OHSAA Personal Branding Rights Parent Portal.

Affidavit of:

Name of Student: _____

Name of Parent/Guardian: _____

State of Ohio, County of _____

_____ having been duly and sworn, hereby states as follows:
(Name of Student & Parent/Guardian)

1. I am of sound mind and have first-hand knowledge of the facts asserted herein.
2. I hereby confirm that the personal branding right agreement into which has been entered adheres to the following requirements:
 - a. This NIL/Personal Branding Rights agreement has not been provided to the student by an OHSAA member school or an agent of the school (e.g. booster club, foundation, collective, administrators, coaches or other individuals). _____ / _____ (Initials)
(Student / Parent)
 - b. This NIL/Personal Branding rights agreement does not require the student to utilize the name, logos, mascots, trademarks or other proprietary properties of the OHSAA or any OHSAA member school or school team while receiving the compensation and/or during any promotions or imply that the OHSAA or the OHSAA member school or school team approves the NIL/personal branding activity. _____ / _____ (Initials)
 - c. The student shall not engage in any name and image/personal branding activities during school hours, while traveling to or from any OHSAA event or during school or team events including any practice, meeting, contest, tournament or any similar event or facility the OHSAA deems inappropriate or distracting. _____ / _____ (Initials)
 - d. The student shall not engage in this NIL/Personal Branding Rights agreement that provides compensation based on specific athletic performance or achievement (e.g. points scored, etc.). _____ / _____ (Initials)
 - e. The student's entrance into this agreement was not contingent upon attendance at a particular school. _____ / _____ (Initials)
 - f. The student shall not display the sponsor's product or otherwise advertise for a sponsor during official team activities. _____ / _____ (Initials)
 - g. The student is the only person impacted by this NIL/Personal Branding Rights agreement and this agreement shall never provide any money, merchandise, services of value or any other benefits directly to the student's school and/or team. _____ / _____ (Initials)
 - h. This NIL/Personal Branding Rights agreement is not associated with gaming/gambling, alcoholic beverages, tobacco, cannabis, banned or illegal substances, adult entertainment products or services, firearms or other weapons or any other product or service the OHSAA deems inappropriate or distracting. _____ / _____ (Initials)
 - i. The student shall be responsible for determining what, if any, effect the NIL/Personal Branding Rights agreement may have on eligibility with the NCAA, NJCAA and/or the NAIA. _____ / _____ (Initials)



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3. I understand that I/the student must comply with any other applicable OHSAA bylaws and regulations and any applicable policies of my school. _____/_____ (Initials)
4. I understand that I/the student must disclose the agreement to the OHSAA within 14 days after entering into this agreement and a failure to do so will be subject to a period of ineligibility of up to 20 percent of the sport season in which I/the student participate(s) in, along with any other penalties issued by the OHSAA in accordance with Bylaw 11, Penalties. _____/_____ (Initials)
5. I understand that if this NIL/Personal Branding Rights agreement can be reasonably linked to a transfer I/the student made to a school, a rebuttable presumption of recruiting shall exist and my/the student's eligibility may be suspended during the pendency of the alleged violation. _____/_____ (Initials)

AFFIANT FURTHER SAYETH NAUGHT _____

Signature of Affiant (Student)

AFFIANT FURTHER SAYETH NAUGHT _____

Signature of Affiant (Parent or Legal Guardian)

SWORN TO before me and SUBSCRIBED in my presence this _____ day of _____, 20____. _____

NOTARY PUBLIC