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Wading in Alligator Infested Waters: An Analysis of Indemnification Provisions in College Athletic Coaching Employment Agreements

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College athletic coaches have always been under pressure from countless sources, whether that is recruiting new student-athletes, managing booster relations, or simply trying to win games. But recent rule changes that permit student-athletes to profit on their name, image, and likeness rights have brought to the forefront additional pressures on coaches as there are now questions about whether, and to what extent, coaches have personal liability for their acts or omissions in their roles as coaches and in capacities adjacent to their coaching roles. This article uses as a case study a lawsuit brought against college football coach Billy Napier to explore the extent of that personal liability as well as the ability of coaches to be made whole by their employing schools for any losses suffered by the coaches.

In addition to the case study, this article presents the results of primary research conducted by the authors on the terms of college coaching employment agreements. In particular, this article compares the presence (or, really, lack of presence) of contractual indemnification provisions in college coaching employment agreements to the prevalence of such provisions in the employment agreements of chief executive officers of public companies.

Drawing upon both the Napier case study and the results of the authors' research on the prevalence of indemnity terms, this article then makes recommendations to college coaches with respect to their employment agreements, including suggestions around their negotiation for and written documentation of contractual indemnity protections.

[Read the full article in the *Texas A&M Law Review*.](#)

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