

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of athletic drills, scrimmages, games, and any related sporting or recreational activities organized by Newton Area Flag Football League (hereafter NAFFL), of 321 Walnut St., #465, Newton, Massachusetts, 02460 or any of its affiliates – specifically including MetroWest Flag Football League (hereafter MWFFL), of 321 Walnut St., #465, Newton, Massachusetts, 02460 and Metro Boston Sports Group (hereafter MBSG), of 117 Kendrick St., #300, Needham, Massachusetts, 02494 – and/or use of the property, facilities and services of Newton Area Flag Football League or any of its affiliates, I agree for myself and (if applicable) for the members of my family or anyone in my guardianship or under my supervision, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by NAFFL/MWFFL/MBSG, or the employees, representatives or agents of NAFFL or any of its affiliates, specifically MWFFL and MBSG.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge NAFFL/MWFFL/MBSG for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of NAFFL/MWFFL/MBSG, whether caused by the fault of myself, my family, NAFFL/MWFFL/MBSG or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend NAFFL/MWFFL/MBSG against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of NAFFL/MWFFL/MBSG.

4. FEES. I agree to pay for all damages to the facilities of NAFFL/MWFFL/MBSG caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I consent to the participation of myself or my children, any other members of my family, and/or any individual over which I maintain guardianship, in the activity of athletic drills, scrimmages, games, and any related sporting or recreational activities, and agree on behalf of any minors in my supervision to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority to make this decision for myself or on behalf of the participant named on the registration form completed online, or any minor individual in my presence of whom I have implicit or explicit supervision.

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor during the above described activities, I give my permission to NAFFL/MWFFL/MBSG or to the

employees, representatives or agents of NAFFL/MWFFL/MBSG to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on the date this document is signed and will remain in effect until terminated in writing by the undersigned and cross signed by a representative of NAFFL/MWFFL/MBSG. Newton Area Flag Football League and any of its affiliate organizations, specifically including Metro West Flag Football League and the Metro Boston Sports Group shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Massachusetts law.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that NAFFL/MWFFL/MBSG has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

9. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. COVID-19 STATEMENT. I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing or mask wearing. I further acknowledge that the NAFFL/MWFFL/MBSG has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I hereby release and agree to hold the NAFFL/MWFFL/MBSG organization(s) harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the organization, or that may otherwise arise in any way in connection with any services received from NAFFL/MWFFL/MBSG.

I understand that this release discharges the NAFFL/MWFFL/MBSG from any liability or claim that I, my heirs, or any personal representatives may have against the organization with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from the NAFFL/MWFFL/MBSG. This liability waiver and release extends to the organization together with all owners, partners, staff, volunteers, and employees.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING OR CONSENTING TO THIS RELEASE IN ANY WAY OR FORM, INCLUDING ANY AND ALL ELECTRONIC MEANS OR METHODS, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Name: _____

Signature: _____