

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of flag football drills, scrimmages, and any related activities organized by Newton Area Flag Football League, of 321 Walnut St., #465, Newton, Massachusetts, 02460 and/or use of the property, facilities and services of Newton Area Flag Football League, I agree for myself and (if applicable) for the members of my family, 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 Newton Area Flag Football League, or the employees, representatives or agents of Newton Area Flag Football League.

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 Newton Area Flag Football League for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Newton Area Flag Football League, whether caused by the fault of myself, my family, Newton Area Flag Football League or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Newton Area Flag Football League 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 Newton Area Flag Football League.

4. FEES. I agree to pay for all damages to the facilities of Newton Area Flag Football League caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I consent to the participation of myself in the activity of flag football drills, scrimmages, games, and any related activities, and agree on behalf of the above minor 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.

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor during the above described activities, I give my permission to Newton Area Flag Football League or to the employees, representatives or agents of Newton Area Flag Football League to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on June 1, 2021 and will remain in effect until terminated in writing by the undersigned or December 3, 2021, whichever occurs first. Newton Area Flag Football League 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 Newton Area Flag Football League 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.

I further acknowledge that the Newton Area Flag Football League has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that the Newton Area Flag Football League can not guarantee that myself or my other family members will not become infected with the Coronavirus/Covid-19.

I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself or my other family members and

others, including, but not limited to, Newton Area Flag Football League staff, and other players and their families.

I voluntarily seek services provided by the Newton Area Flag Football League and acknowledge that I am increasing the risk of myself or my other family members to exposure to the Coronavirus/COVID-19. I acknowledge that myself or my other family members must comply with all set procedures to reduce the spread while attending any and all Newton Area Flag Football League events and activities.

I attest that:

- * My participant (named above), myself or my other family members is not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- * My participant (named above), myself or my other family members has not traveled internationally within the last 14 days.
- * My participant (named above), myself or my other family members has not traveled to a highly impacted area within the United States of America in the last 14 days.
- * I do not believe my participant (named above), myself or my other family members has been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- * My participant (named above), myself or my other family members has not been diagnosed with Coronavirus/Covid-19.
- * My participant (named above), myself or my other family members is following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold the Newton Area Flag Football League 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 Newton Area Flag Football League.

I understand that this release discharges the Newton Area Flag Football League 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 Newton Area Flag Football League. 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 AGREEING TO THIS RELEASE ELECTRONICALLY, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.