

MANCHESTER ESSEX JUNIOR HORNETS SPORTS PROGRAM, INC.

**ASSUMPTION OF RISK, CONSENT TO PARTICIPATE, WAIVER AND RELEASE OF LIABILITY AND
INDEMNIFICATION AGREEMENT FOR MINOR PARTICIPANTS**

READ CAREFULLY BEFORE SIGNING AND COMPLETE ALL REQUIRED INFORMATION

In consideration of _____ (**insert participant's name**) (the "Participant") being allowed to participate, in any way, in the Football/Cheer Program (see definition below) of the Manchester Essex Junior Hornets Sports Program, Inc. (the "Manchester Essex Junior Hornets"), the Participant and _____ (**insert parent's/guardian's name**), being the Participant's parent or legal guardian ("Parent") and acting on behalf of himself/herself, his/her spouse, the Participant, any co-guardian(s) of the Participant, and their respective family members, heirs, executors, administrators, legal representatives and assigns (collectively, the "Family Members"), hereby agree to the following provisions of this document:

"Football/Cheer Program" means the Manchester Essex Junior Hornets programs of football or cheerleading, and all related events and activities, whenever, wherever or however they may occur (including, for example, games or competitions, practice sessions, on- or off-field training, team meetings, activities or events (whether voluntary or mandatory, and whether or not under the supervision of coaches, volunteers or other persons)), or any other related or incidental events or activities (including, for example, transportation, travel or non-sporting events or activities, such as awards presentations, banquets, fund raising activities, meals and the like).

POTENTIAL FOR INJURIES/DAMAGES: Parent (on behalf of himself/herself and each other Family Member) and the Participant each hereby acknowledges the following: The risk of injury to the Participant from the activities involved in the Football/Cheer Program is SIGNIFICANT. These risks include, for example, PERMANENT OR TEMPORARY DISABILITY, DEATH, PARALYSIS, HEAD, BRAIN, SPINAL CORD, BACK OR NECK INJURY, HEART ATTACK, ORGAN DAMAGE, FALLS, CONCUSSIONS, SLIPS, SPRAINS, DISLOCATIONS, TEARS, CUTS, BROKEN BONES, DEHYDRATION, HEAT STROKE, LOSS OF HEARING OR VISION, OR OTHER BODILY OR PERSONAL INJURY OF ANY KIND. Some of these injuries may result from contact with other players, coaches, referees, officials, spectators, other persons, balls, penalty flags, potholes, divots, rocks, standing water, snow, ice, or other conditions, debris, equipment or apparatus on or near the field (including, for example, benches, goal posts, fences, chains, markers, equipment, supplies or objects left or thrown on or near the field). Some of these injuries may be long-lasting or permanent, may not be foreseeable or knowable, may manifest themselves only after activity or later in life, or may result in severe pain, reduced mobility or quality of life, emotional distress or loss of earning potential. In addition, some of these injuries MAY BE CAUSED BY THE NEGLIGENCE OF THE MANCHESTER ESSEX JUNIOR HORNETS, THE OWNER OR LESSOR OF FIELDS, FACILITIES, EQUIPMENT OR PROPERTY USED BY THE FOOTBALL/CHEER PROGRAM, OR OTHER PERSONS OR ENTITIES. Examples of negligence could include the failure to properly maintain, inspect or control fields, facilities, equipment or property, the failure to warn of dangerous conditions, or improper supervision or instruction of participants. OTHER RISKS INVOLVED WITH THE PARTICIPANT'S PARTICIPATION IN THE FOOTBALL/CHEER PROGRAM MAY INCLUDE (FOR EXAMPLE) DAMAGE OR LOSS OF PERSONAL PROPERTY.

ASSUMPTION OF RISKS and CONSENT TO PARTICIPATE: To the fullest extent permitted by law, Parent (on behalf of himself/herself and each other Family Member) and the Participant each HEREBY KNOWINGLY, VOLUNTARILY AND FREELY:

- Confirms that he/she fully understands, and is fully informed as to, the potential for such injuries, damages and risks, and that he/she has had sufficient time and opportunity to consult with the Participant's doctor and other medical advisors regarding the potential for these injuries, damages and risks, and the possible consequences thereof;
- Confirms that the Participant is physically and mentally capable of fully participating in the Football/Cheer Program, and that he/she has no mental or physical health problems that will limit or prevent such participation or otherwise cause a danger to himself/herself or others;
- ASSUMES ALL RISKS OF BODILY OR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, BOTH KNOWN AND UNKNOWN, FORESEEABLE OR UNFORESEEABLE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE MANCHESTER ESSEX JUNIOR HORNETS OR ANY OTHER PERSON OR ENTITY, ASSUMES FULL RESPONSIBILITY FOR THE PARTICIPANT'S PARTICIPATION IN THE FOOTBALL/CHEER PROGRAM, AND HAS NOT RELIED UPON ANY STATEMENTS MADE BY THE MANCHESTER ESSEX JUNIOR HORNETS OR ANY RELATED PERSONNEL IN CONNECTION THEREWITH;
- Acknowledges and agrees that the rules, precautions, equipment or other steps taken or provided by the Parent, the Participant, the Manchester Essex Junior Hornets or any other person or entity, may not be adequate to prevent such injuries, damages or risks;
- Provides to the Manchester Essex Junior Hornets the consent of the Parent to have the Participant participate in the Football/Cheer Program; and
- Agrees to abide by (and cause the Participant to abide by) all rules and regulations adopted by the Manchester Junior Hornets or its personnel in connection with the Football/Cheer Program.

WAIVER AND RELEASE OF LIABILITY and INDEMNIFICATION: To the fullest extent permitted by law, Parent (on behalf of himself/herself and each other Family Member) and the Participant each HEREBY IRREVOCABLY AND FOREVER WAIVES, RELEASES, ACQUITS AND DISCHARGES, AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS, each Released Party (see definition below), from and against, all claims, rights, causes of action, demands, suits, judgments, losses, costs, expenses, damages and liabilities of every kind or nature whatsoever (whether occurring or coming into existence before, on or after the Participant reaches the age of majority, WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTY OR ANY OTHER PERSON OR ENTITY, whether known or unknown, whether foreseen or unforeseen and whether at law or in equity), including, for example, those in the nature of, or resulting from, bodily or personal injury, death or damage to property, in each case, that (i) Parent (as the Participant's parent or legal guardian) or the Participant may, now or at any time in the future, suffer or incur, or otherwise have against any Released Party and (ii) directly or indirectly, arises out of, or relates to, the Participant's participation in the Football/Cheer Program (collectively, the "Released Claims and Liabilities").

Parent (on behalf of himself/herself and each other Family Member) and the Participant each hereby acknowledges and agrees that the provision above means that he/she and the other Family Members are giving up (for example) all rights (including the Participant's rights upon reaching the age of majority) to sue any of the Released Parties for any of the Released Claims and Liabilities.

"Released Parties" means (i) the Manchester Essex Junior Hornets, all of its past, present and future affiliates, associations, committees, groups, member teams and contractors, and all owners and lessors of any premises, land, equipment or other property used by the Manchester Essex Junior Hornets or the

Football/Cheer Program, and (ii) with respect to each of the foregoing persons or entities, his/her or its governing organizations, governing boards, officers, directors, principals, trustees, legal representatives, lenders, members, owners, employees, agents, administrators, contractors, advisors, successors and assigns, coaches, trainers, volunteers, event hosts, players, team members, participants, organizers, supervisors, drivers, transportation personnel, concession workers, officials, referees, sponsors and advertisers.

EMERGENCY CARE/HEALTH INSURANCE: Parent hereby grants permission for any and all emergency medical treatment or first aid to be administered to the Participant, including, for example, authorizing any medical treatment facility/hospital to administer emergency treatment for any injury or illness suffered by the Participant during his/her participation in the Football/Cheer Program. Parent understands that any expenses arising from any such injury or illness is Parent's responsibility. Parent confirms that he/she has adequate medical or health insurance to cover any medical assistance that the Participant may need.

OTHER: The waivers, releases, indemnifications, consents, permissions and other provisions of this document are intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts. The laws of the Commonwealth of Massachusetts shall govern this document. The terms of this document are severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable or in conflict with applicable law, the validity of the remaining provisions shall not be affected thereby, and each and every term of this document shall be enforced to fullest and broadest extent permitted by applicable law.

BY SIGNING BELOW, PARENT AND THE PARTICIPANT EACH ACKNOWLEDGE THAT HE/SHE HAS READ THIS DOCUMENT, FULLY UNDERSTANDS ITS TERMS (HAVING HAD SUFFICIENT OPPORTUNITY AND TIME TO HAVE THIS DOCUMENT REVIEWED BY AN ATTORNEY ON HIS/HER BEHALF, IF SO DESIRED), FULLY UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND IS SIGNING THIS DOCUMENT FREELY AND VOLUNTARILY.

PARENT: _____
Print Full Name of Parent/Guardian

PARTICIPANT: _____
Print Full Name

Signature: _____

Signature: _____

Date: _____

Date: _____

Emergency Contact Information (if Parent/Guardian cannot be reached):

Name: _____ Relationship to Child/Participant: _____

Home Telephone: _____ Cellular Telephone: _____

Insurance Company: _____ Policy Number: _____