

# New England Surf Event Waiver

On my own behalf and on the behalf of my heirs, successors and assigns, I hereby forever release and discharge and agree to indemnify New England Surf ("NES") each of their Officers, Directors, Employees, Agents, Shareholders, Members, Partners, Representatives, and all owners and Operators of all sites at which "NES" conducts try-outs, clinics, tournaments, events, practices or games, and their respective affiliates, and all the representatives (collectively the "released parties") from any and all liabilities, claims, costs, demands or causes of action, whether known or unknown ("claims") that I may now or hereafter have for injuries or damages arising out of my participation in "NES," and any "NES" related activity including without limitation clinics, try-outs, games, and training sessions.

I understand and acknowledge that dangers of personal injury are inherent in participating in soccer clinics, try-outs, tournaments, events, games, or training sessions, and I expressly and voluntarily assume all risk of death or personal injury sustained in the clinics, try-outs, tournaments, events, games and training sessions, including the risk of passive or active negligence of the released parties, or hidden, latent or obvious defects in any facilities or equipment used. I acknowledge the possibility that my successors or I may not fully know the number or magnitude of all claims and agree that this release is a full and final release of all claims. This release is intended to be binding on my heirs and assigns. This release is being signed in consideration of the opportunity to play for "NES" teams. It is an agreement made under seal and is governed by law.

I also understand and specifically acknowledge that participation in the activities outlined include possible exposure to an illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of exposure still will exist.

## Talent Release

I do hereby give to New England Surf (NES) and to his or her assigns, licenses, and legal representatives the irrevocable right to use my name, picture, portrait, photograph, image, or voice in all forms of media and in all manners, including composite or distorted representations. I am fully aware that my name, picture, portrait, photograph, image, or voice may be used for the production of a NES Recruitment Video and/or any other marketing piece or project produced by NES. I am fully aware that the video/marketing piece may be reproduced and may be distributed. I hereby waive any right to inspect or approve the final version(s), which includes any written copy produced in connection therewith. I acknowledge that any material that appears in the video is either free of international copyright violations or has been properly licensed for use in this context; I therefore release NES of any liability for the production, distribution, and showing of said video.

In consideration for participation in one or more events or other activities (each an "Activity" and collectively the "Activities") held or sponsored now or at any time in the future by one or more of the Entities (hereafter defined), and the use of the property, facilities and services of one or more of the entities and the facility at which any such

Activities are held ("Facility"), the undersigned participant, and if the participant is under the age of 18 or under disability, the participant's parent or guardian (collectively the "Participant"), hereby covenants and agrees as follows:

#### FOR PARTICIPANTS OF MINORITY AGE (WHO WILL BE UNDER AGE 18 AT THE TIME OF THE ACTIVITY);

This is to certify that I, as parent/guardian, with legal responsibility for the Participant, have read and explained the provisions in this Participant Agreement to my child/ward, including the risks of presence and participation in the Activities and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward do consent and agree to this Participant Agreement, and myself, my spouse, and child/ward do release and agree to the terms and conditions of this Participant Agreement including, but not limited to, to indemnify and hold harmless the Released Parties for any and all Losses incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Signature Sheet is on the next page:

### I, THE UNDERSIGNED, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN OR GUARDIANS, HAVE READ THIS PARTICIPANT AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

TEAM INFORMATION:					
Club Name	Age	U			
Team Name	Gender				
Head Coach: Printed Name	State				
Head Coach: Signature					

## **Coaches' Certification**

By signing above, in addition to agreeing to be bound by this Participant Agreement, I certify that each person that will be participating in the Activities to which this Participant Agreement applies, or if applicable their parent or guardian, has been provided with a copy of this Participant Agreement and has signed below agreeing to be bound by its terms. I agree to indemnify and hold harmless the Released Parties from any Losses as a result of the failure of this Certification to be true.

Please use the following form to list all players.

A signature is required for all persons listed. Please use a second form if more space is needed.

	Participant's Printed Name	Jersey Number (in parenthesis) & Phone # - In Case of Emergency	Participant's Signature (Parent/Guardian if under 18 years old)	Date
1		( )		
2		( )		
3		( )		
4		( )		
5		( )		
6		( )		
7		( )		
8		( )		
9		( )		
10		( )		
11		( )		
12		( )		
13		( )		
14		( )		
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24		( )		