

MELROSE HIGH SCHOOL

PARTICIPANT GENERAL RELEASE AND AGREEMENT

(Please sign prior to participation)

Participant's Name: _____

School: _____

Circle One: Player Cheerleader Band Member Coach/Director Administrator

Event: 2015 MIAA Football Championship Game

Event Date: December 5, 2015

In consideration of (i) permission to use Gillette Stadium located at One Patriot Place in Foxborough, Massachusetts, the Field House adjacent to the Stadium, or any other related facility ("Facilities"), for the Event and/or (ii) participation in the above described Event, Participant, individually, and on behalf of Participant's spouse, child/children, family, relatives, heirs, successors, and assigns (if applicable) (collectively, "Participant") hereby agrees:

1. To release and forever discharge all entities and persons associated and affiliated with the Facilities (including, but not limited to, New England Patriots LLC, NPP Development LLC, NPS LLC, Foxboro Realty Associates LLC, Kraft Group LLC, Kraft Soccer LLC, The New England Patriots Charitable Foundation, Inc., the Gillette Company, and their respective officers, members, owners, employees, agents, and representatives) (together the "Released Parties") from any and all claims or liabilities pertaining to any and all injuries (including death) and/or damages Participant and/or Participant's property may sustain in connection with the Event and/or the Facilities;
2. To release and forever discharge the Released Parties from any and all other claims or liabilities, in equity and law, Participant et al. may have against any of the Released Parties relating to the Event and/or the Facilities, even if those claims or liabilities arise out of the negligence, gross negligence, willful misconduct, or carelessness of one or more of the Released Parties;
3. To defend, indemnify, and hold harmless the Released Parties from and against any and all demands, claims, disputes, actions, causes of action, losses, damages, penalties, recoveries, judgments or executions, costs, and expenses (including attorneys fees), of any and every kind, arising from or in connection with Participant's use of the Facilities and/or involvement in the Event;
4. That the number and magnitude of the claims and liabilities released hereto may not currently be fully known, but nevertheless to release those unknown claims;
5. That photographs, videos, and other images of Participant may be taken during the Event and to assign all rights in those items to the Released Parties;
6. That Participant's image and likeness may be used, without compensation to Participant et al., by the Released Parties and/or their designees in connection with purposes authorized by the Released Parties;
7. That use of the Facilities and participation in the Event is voluntary and the inherent dangers of the Event, if any, are fully understood;
8. That Participant shall be liable for any damages to the Facilities caused by Participant; and
9. That this Participant General Release and Agreement shall take effect as a sealed instrument and shall be governed by the laws of the Commonwealth of Massachusetts. If any portion of this release is deemed void or unenforceable for any reason, such provision shall be limited or modified so as to make it enforceable and if such provision cannot be modified to be enforceable, the unenforceable portion shall be deemed severed from the remaining portions of the Agreement which shall otherwise remain in full force and effect.

If, as of the Event Date, Participant has not reached 18 years of age, this form must be signed by Participant's parent or legal guardian on behalf of Participant. The parent or legal guardian further agrees that the General Release and Agreement remains legally binding as though the parent or legal guardian was named as the participant.**

I hereby attest that I have read, fully understand, and agree to without exception all of the provisions, releases, and waivers outlined in this Participant General Release and Agreement. I understand that this document is a legally binding document that limits the legal liability of the Released Parties. I attest under penalty of fraud that I am at least 18 years of age and if I am signing for a minor that I am that minor's parent or legal guardian.

Signed _____ Name _____ Date _____

**NOTE: A legal guardian must be appointed or approved by a court of jurisdiction. For example, a camp counselor or school chaperone is not a legal guardian for children under his or her supervision.

This release must be signed prior to participation in the Event.