



Waiver of Liability, Indemnification, Assumption of the Risk, Authorization to Contact Emergency Medical Assistance, Publicity Release Form, and Waiver/Release for Communicable Diseases including COVID-19 (“Participant Agreement”)

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:

Instructions:

All players (to include guest players), coaches, and team officials are listed on the approved Team roster (“Registrants”) must complete this Participant Agreement as a condition of entry into the Facility and participation in the Activity. The Team will not be permitted to enter the Facility or to participate in the Activity without refund until this Participant Agreement is signed by all registrants. This participant Agreement must be submitted and included with the Team check-in documents.

COVID-19 DISCLOSURE / ACKNOWLEDGEMENT:

You can find information, updates, and resources on COVID-19 by accessing the city, county, or other municipal web sites in your area, and by going to the Center of Disease Control and Prevention at <https://www.cdc.gov>. You will also find NEFC specific guidance and protocols on return to play at www.NEFC.us.

- I understand that I have a duty to inform NEFC if I knowingly come in contact with someone who tested positive within 14 days of the Activity.
- I understand that I have a duty not to attend any Activity for 14 days if I develop any COVID-19 related symptoms such as cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, feeling feverish, or a measured temperature equal to or greater than 100.4 degrees.
- I understand that if I test positive for COVID-19, I will not return to or attend any Activity without written medical clearance.
- I understand that the Entities will be implementing Return to Play Procedures and Protocols for each Activity and I certify that myself and my family will follow all rules implemented to include but not limited to all social distancing rules, practice proper hand hygiene, wearing a face covering at all times with limited exceptions for player on the field, etc.
- I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the event Director immediately.

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT:

- A. I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in soccer Activities. I acknowledge that participation in the Activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries, death, damage to property, and injury to others including, without limitation, the risks of physical and emotional injury, sickness, death, property damage, falls, collisions with people and stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. I understand that such risks are inherent in the Activities even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the Activities. **I also understand and specifically acknowledge that participation in the Activities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19, and while particular rules and personal discipline may reduce this risk and death does exist.** I understand that the released parties (hereafter defined) shall have no obligation to provide medical assistance in the event an injury or illness occurs during the Activities. Understanding such dangers and risks, I hereby knowingly and voluntarily choose to participate in the Activities, and if applicable I give my permission for my child to engage in the Activities described above, and (myself/my child) fully assume(s) the risk of the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES. I acknowledge that this Participant Agreement applies, without limitation, to any other risks encountered before, during or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing of this Participant Agreement, including, but not limited to, driving to or from the Activities, in parking lots or access areas, being present in any Facility at which the Activities are held, slips, falls, stairs, entrances, fire and/or any other occurrence or event, known or unknown.
- B. I represent that (I/my child) is in good health and that no condition of (mine/my child’s) would constrain (me/my child) from safely participating in the Activities. I understand that failure to provide information of any health condition would constrain (me/my child) from participating could result in serious injuries or death to (me/my child). I agree to bear the cost of any injury or damages (I/my child) may suffer while participating in any Activities. I hereby authorize any Entity holding/sponsoring Activities, or representatives of any said Entities, to call for medical care for (me/my child) if in the opinion of such personnel or (my/my child’s) coach medical attention is needed.
- C. Participants hereby knowingly and voluntarily releases and forever discharges and covenants not to sue the Entities and/or the owners, lessees, managers or licensees of the Facility, their respective affiliates, employees, coaches, instructors assistants, officers,



Waiver of Liability, Indemnification, Assumption of the Risk, Authorization to Contact Emergency Medical Assistance, Publicity Release Form, and Waiver/Release for Communicable Diseases including COVID-19 (“Participant Agreement”)

directors, owners, members, managers, shareholders, sponsors, advertisers, and other representatives, and the heirs, personal representatives, successors and assigns of all of them (collectively with the Entities, the “Released Parties”) from (1) ANY AND ALL ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON PART OF ANY ONE OR ALL OF THE RELEASED PARTIES, and (2) any and all liabilities, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (consequential, incidental or otherwise), costs, expenses, attorneys’ fees, and any other legal, equitable or administrative actions or proceedings whatsoever, in tort, contract or otherwise, known or unknown, accrued or unaccrued, arising out of or related to the Activities, the Facility, the Participant, the Participant’s use of the Facility, the Participant’s involvement in the Activities, whether caused by negligence or otherwise, and any other matter or thing whatsoever arising out of or relating to this Participant Agreement, including with limitation, those based on death, physical injury, emotional injury and/or property damage (collectively “Losses”). Participant hereby agrees and shall indemnify, defend (with counsel acceptable to the Entity or Entities subject to liability) and hold each and every one of the Released Parties, jointly and severally, harmless from and against any and all Losses, including, but not limited to, any challenge by the Participant to this Participation Agreement or any provision hereof.

PUBLICITY RELEASE:

PARTICIPANT HEREBY IRREVOCABLY GRANTS TO THE ENTITIES AND THOSE ACTING WITH THEIR AUTHORITY OR PERMISSION, THE UNRESTRICTED RIGHT TO COPYRIGHT AND USE, RE-USE, PUBLISH, REPUBLISH AND DISPLAY PHOTOGRAPHIC AND VIDEO IMAGES AND AUDIO OF THE PARTICIPANT OR IN WHICH THE PARTICIPANT MAY BE INCLUDED IN CONNECTION WITH ANY ACTIVITIES UNDERTAKEN BY ANY ENTITY, IN WHOLE OR IN PART, SEPERATELY OR IN CONJUNCTION WITH OTHER PHOTOGRAPHS OR VIEEDO OR AUDIO, IN ANY MEDIUM NOW OR HEREAFTER KNOWN, AND FOR ANY PURPOSE WHATSOEVER, INCLUDING (BUT NOT BY WAY OF LIMITATION) ILLUSTRATION, ART, PROMOTION, ADVERTISING, TRADE AND/OR ANY OTHER PURPOSE WHATSOEVER, AND TO USE THE PARTICIPANT’S NAME IN CONNECTION THEREWITH. PARTIPANT HEREBY FURTHER EXPRESSLY RELEASES AND WAIVES ANY DEMAND, ACTION, CLAIM, LICENSE, ROYALTY AND/OR ANY OTHER RIGHT TO ANY FORM OF PAYMENT THE PARTICIPANT MAY HAVE BASED ON CLAIMS AS TO THE RIGHTS OF PRIVACY, PUBLICITY, NOTORIETY AND/OR ANY OTHER RIGHTS ARISING OUT OF OR RELATING TO ANY USE BY ANY ENTITY OR THOSE ACTING WITH THEIR AUTHORITY OR PERMISSION OF THE UNDERSIGNED’S NAME, LIKENESS OR APPEARANCE.

GENERAL TERMS:

This Participant Agreement shall be enforced and interpreted under the laws of the State of Massachusetts except for the conflicts of law provisions of Massachusetts. The participant hereby consents to the jurisdictions of the courts of the state of Massachusetts and venue for any action arising out of or related to this Participant Agreement shall be in Middlesex County, Massachusetts. Should any clause or any part of any clause be determined to be illegal or unenforceable such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Participant Agreement shall not be affected. The introductory statements are incorporated into this Participant Agreement. The Participant hereby seals this Participant Agreement as a specialty, that is, subject to a twelve (12) year statute of limitations. PARTICIPANT EXPRESSLY AGREES THAT THE ASSUMPTION OF RISK, RELEASES, WAIVERS, INDEMNIFICATION, AND OTHER OBLIGATIONS CONTAINED HEREIN ARE INTENDED TO BE COMPLETE, UNCONDITIONAL AND AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF MASSACHUSSETTS AND ANY OTHER JURISDITON WHOSE LAWS MAY APPLY TO THIS PARTICIPANT AGREEMENT. THIS PARTICIPANT AGREEMENT CANNOT BE AMENDED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND IS BINDING ON THE PARTICIPANT THE PARTICIPANT’S HEIRS, SUCCESSORS, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS. A FAXED, SCANNED OR ELECTRONIC SIGNATURE SHALL BE BINDING IN LIEU OF THE ORIGINAL.

THIS PARTICIPANT AGREEMENT IS EFFECTIVE FROM THE DATE OF SIGNATURE AND APPLIES TO ALL ACTIVITIES OF THE ENTITIES THAT THE PARTICIPANT ATTENDS OR PARTICIPATES IN AT ANY TIME IN THE FUTURE AND SHALL SURVIVE FOR THE LIFETIME OF THE PARTICIPANT. HOWEVER, IF PARTICIPANT IS A MINOR, IT MUST BE RESUBMITTED (1) UPON THE PARTICIPANT TURNING 18, OR (2) IF THE GUARDIAN OF THE PARTICIPANT CHANGES

PARTICIPANT WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS PARTICIPANT AGREEMENT.

The term “Entity” or “Entities” means in each case, individually and collectively, the following and all of their affiliates, parents, subsidiaries and trade names, and the successors and assigns of all of them, whether or not expressly set forth by name herein, as may exist from time to time: New England Futbol Club.



Waiver of Liability, Indemnification, Assumption of the Risk, Authorization to Contact Emergency Medical Assistance, Publicity Release Form, and Waiver/Release for Communicable Diseases including COVID-19 (“Participant Agreement”)

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

[signatures appear on the following page(s)]



Waiver of Liability, Indemnification, Assumption of the Risk, Authorization to Contact Emergency Medical Assistance, Publicity Release Form, and Waiver/Release for Communicable Diseases including COVID-19 (“Participant Agreement”)

I, THE UNDERSIGNED, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN OR GUARDIANS, HAVE READ THIS PARTICIPANT AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITH 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, coaches, and team officials.
A signature is required for all persons listed. Please use a second form if more space is needed.

	Participant’s Printed Name	Indicate ‘Player’ ‘Coach’ or ‘Team Official’	Jersey # (If Player)	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					
15					
16					
17					
18					
19					
20					
21					
22					