

PLEASE DUPLICATE WAIVER BELOW. HAVE EACH TEAM MEMBER SIGN A WAIVER AND RETURN ALL TO SPECIAL OLYMPICS NEW JERSEY WITH YOUR CHECK AND REGISTRATION FORM.

TEAM NAME: _____

SPECIAL OLYMPICS NEW JERSEY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (“AGREEMENT”)

IN CONSIDERATION OF PARTICIPATING IN THE NEW YORK FOOTBALL GIANTS SNOW BOWL (EVENT), I REPRESENT THAT I AM 18 YEARS OF AGE OR OLDER, THAT I UNDERSTAND THE NATURE OF THE NEW YORK FOOTBALL GIANTS SNOW BOWL AND THAT I AM QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE NEW YORK FOOTBALL GIANTS SNOW BOWL. I ACKNOWLEDGE THAT IF I BELIEVE EVENT CONDITIONS ARE UNSAFE, I WILL IMMEDIATELY DISCONTINUE PARTICIPATION IN THE NEW YORK FOOTBALL GIANTS SNOW BOWL.

I FULLY UNDERSTAND THAT THE NEW YORK FOOTBALL GIANTS SNOW BOWL EVENT INVOLVES RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, WHICH MAY BE CAUSED BY MY OWN ACTIONS, OR INACTIONS, THOSE OF OTHERS PARTICIPATING IN THE EVENT, THE CONDITIONS IN WHICH THE EVENT TAKES PLACE, OR THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; AND THAT THERE MAY BE OTHER RISKS EITHER NOT KNOWN TO ME OR NOT READILY FORESEEABLE AT THIS TIME; AND I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES FOR MY PARTICIPATION IN THE NEW YORK FOOTBALL GIANTS SNOW BOWL.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SPECIAL OLYMPICS, INC., SPECIAL OLYMPICS NEW JERSEY, THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, NEW YORK FOOTBALL GIANTS, METLIFE STADIUM, NEW MEADOWLANDS STADIUM COMPANY, LLC, NJSEA, NFL, SPONSORS, PROMOTERS, SUPPLIERS, VENDORS, OPERATORS, AND EACH ONE OF THE “RELEASEES” ANY SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES ON WHICH THE NEW YORK FOOTBALL GIANTS SNOW BOWL TAKES PLACE, (EACH CONSIDERED ONE OF THE “RELEASEES” HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS RESULT OF SUCH CLAIM.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS DOCUMENT IS VALID FOR ANY DATE WHEN THE EVENT IS HELD (IN THE EVENT OF RESCHEDULING).

PRINT NAME OF PARTICIPANT DATE SIGNATURE OF PARTICIPANT

PERMISSION TO PUBLISH: IN PARTICIPATING, I AM SPECIFICALLY GRANTING PERMISSION TO YOU TO USE MY NAME, LIKENESS, VOICE AND WORDS IN TELEVISION, RADIO, FILMS, NEWSPAPERS, MAGAZINES, AND OTHER MEDIA, AND IN ANY FORM NOT HERETOFORE DESCRIBED, FOR THE PURPOSE OF ADVERTISING OR COMMUNICATING THE PURPOSES AND ACTIVITIES OF SPECIAL OLYMPICS IN APPEALING FOR FUNDS TO SUPPORT SUCH ACTIVITIES. I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THE PROVISIONS OF THIS RELEASE. I HEREBY AGREE THAT I WILL BE BOUND THEREBY.

PRINT NAME OF PARTICIPANT DATE SIGNATURE OF PARTICIPANT

PRINT AND SIGN GIANTS WAIVER BELOW

PLEASE DUPLICATE WAIVER BELOW. HAVE EACH TEAM MEMBER SIGN A WAIVER AND RETURN ALL TO SPECIAL OLYMPICS NEW JERSEY WITH YOUR CHECK AND REGISTRATION FORM.

TEAM NAME: _____

NY GIANTS AGREEMENT AND WAIVER/RELEASE FROM LIABILITY

THIS IS A LEGAL AGREEMENT.

UNDER THIS AGREEMENT, YOU ARE ASKED TO

WAIVE (GIVE UP) CERTAIN RIGHTS YOU MAY HAVE.

IF YOU SIGN THIS AGREEMENT YOU GIVE UP ALL OF THOSE RIGHTS.

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT AND UNDERSTAND IT

THIS AGREEMENT AND WAIVER/RELEASE FROM LIABILITY (“Agreement and Release”) is by the party signing below (referred to as the “Releasor”) and is given to the National Football League (“NFL”), its member professional teams and clubs including but not limited to the New York Football Giants, Inc. (“New York Giants”), NFL Properties, LLC, NFL Ventures, L.P., and the owners and operators of the facilities in which the Event described below is being held, including without limitation Giants Training Facility LLC, Quest Diagnostics, Inc., New Meadowlands Stadium Company LLC, Giants Training Facility LLC, Metropolitan Life Insurance Company, MetLife Stadium, the New Jersey Sports and Exposition Authority, Special Olympics New Jersey, Special Olympics, Inc., Field General Event Planning, and their subsidiaries, affiliates, divisions, and their officers, agents, board members, employees, staff, sponsors, promoters, vendors, agents, legal representatives, administrators, assigns, heirs, executors, those for whom the New York Giants are acting and those acting with the New York Giants’ authority and permission, and owners and lessees of the premises (collectively as “Releasees”).

1. Release:

For good and valuable consideration and in return for being permitted to participate in the Event, Releasor consents for himself/herself, his/her spouse, legal representatives, heirs, assigns and subrogors, not to sue, and agrees to release, waive and forever discharge Releasees from any and all liability for any and all losses and damages of any type or kind, and from any and all claims, suits, demands, actions or rights of actions, of whatever kind, either in law or equity, arising from or by reason of death, personal injury known or unknown, or property damage resulting from any incident which may occur during Releasor’s presence at the Event and/or participation in any official or unofficial activity, event or competition whether caused in whole or in part by the Releasees or any other person or thing at the Event while Releasor is present. Releasor understands and acknowledges that participation in the Event may involve certain risks, including but not limited to, serious injury or death. Releasor understands and agrees that Releasees are not responsible for any injury or property damage arising out of the Event, even if caused by their ordinary negligence. Releasor agrees to fully indemnify, defend and hold Releasees harmless for all Releasor’s actions or omissions while at the Event. Releasor assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of the Releasees or any other third party or thing while at the Event, and while engaging in instruction, competing, officiating, working, spectating, or for any other purpose at the Event or traveling to or from the Event. Releasor fully and completely releases the Releasees of and from all liability to Releasor and to anyone or any entity claiming by, through or under Releasor, by subrogation or otherwise, it being Releasor’s intent to fully waive and release all subrogation rights. There is no limit to these indemnities.

2. Event and Event Coordinator: Special Olympics New Jersey -Snow Bowl – March 15-17,2019 (or other rescheduled date)

3. Marketing and Promotion Rights:

Releasor grants to Releasees as “Publishers” and those for whom the Releasees are acting and those acting with the Releasees’ authority and permission, (collectively as “Publisher’s Affiliates”) including, without limitation, advertising, promotion and production agencies, and their respective transferees and assigns, the absolute right and permission to make, reproduce, broadcast or otherwise use Releasor’s name and likeness, any photograph, films, videos, recordings, or other depictions or images in whatever form or media of Releasor in connection with Event and/or other information or materials provided by Releasor in connection with this Event throughout the universe and in any and all advertising and promotion materials, in any manner or media whatsoever for purposes of art, advertising, editorial, trade or promotion or any other purpose whatsoever. The rights herein granted to Publisher and Publisher’s Affiliates shall also accrue to those that may hereafter acquire these rights from them. It is acknowledged and agreed that Releasor shall have no right of approval, and no claim to any compensation or a claim arising out of the use, alteration or distortion of Releasor’s name, photograph, likeness or other information or materials provided.

4. Choice of Law and Venue:

Releasor and Releasees agree that the validity, performance, and construction of this Agreement and Release will be governed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement and Release will be settled in accordance with the express terms of this Agreement and Release by a court located in the State of New Jersey (and each party hereto waives any right to object to venue in this regard).

5. Severability:

If any portion of this Agreement and Release, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the parties, Releasor and Releasees, as expressed in this Agreement to the fullest extent permitted by applicable law.

CONTINUED ON NEXT PAGE

TEAM NAME: _____

6. Notice:

Releasor has carefully read this agreement and release and understands all of its terms. Releasor executes the same voluntarily and with full knowledge of its content and significance including that by signing it releasor gives up many legal rights that may otherwise be available. Releasor agrees that this constitutes the entire agreement between releasor and releasees with regard to its terms and shall continue in full force and be applicable to any and all activities releasor attends and participates in while at the event.

7. Participation:

Releasor acknowledges that his or her attendance and/or participation in the Event is subject at all times to any and all rules and regulations of the Event as established by Event Sponsors or by the New York Giants or MetLife Stadium. Releasor agrees not to take any personal photographs, videos, or other recordings while at the Event unless expressly permitted by the New York Giants or the Event Sponsors. Any copyrightable property or other work created at the Event by the Releasor shall be owned by the Event Sponsors, and you hereby irrevocably assign, transfer and convey to the Event Sponsors all worldwide intellectual property rights in and to such photographs or videos, and waive all moral rights therein.

IN WITNESS WHEREOF, RELEASOR HAS EXECUTED THIS RELEASE ON THIS _____ (Date)

RELEASOR'S SIGNATURE: _____

PRINT RELEASOR'S NAME: _____

RELEASOR'S ADDRESS: _____

RELEASOR'S PHONE: _____

RELEASOR'S EMAIL: _____