

**PLEASE DUPLICATE WAIVER BELOW. HAVE EACH TEAM MEMBER SIGN A WAIVER AND RETURN ALL TO SPECIAL OLYMPICS NEW JERSEY.**

**Snow Bowl Team Name (if applicable):** \_\_\_\_\_

**Player/Official/Event Staff Name:** \_\_\_\_\_

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

**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**

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

I FULLY UNDERSTAND THAT THE SONJ SNOW BOWL EVENT INVOLVES RISKS OF SERIOUS BODILY INJURY, INCLUDING VIRAL INFECTIONS, BACTERIAL INFECTIONS AND OTHER COMMUNICABLE DISEASES AND ILLNESSES, 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 "RELEASES" 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 SONJ SNOW BOWL.

I (FOR MYSELF AND MY LEGAL REPRESENTATIVES, HEIRS, ASSIGNS AND SUBROGORS) HEREBY RELEASE, FOREVER WAIVE AND 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, INC., METLIFE STADIUM, NEW MEADOWLANDS STADIUM COMPANY, LLC, METROPOLITAN LIFE INSURANCE COMPANY, METLIFE STADIUM, NEW JERSEY SPORTS & EXPOSITION AUTHORITY, NATIONAL FOOTBALL LEAGUE ("NFL"), ITS MEMBER PROFESSIONAL TEAMS AND CLUBS INCLUDING BUT NOT LIMITED TO THE NFL PROPERTIES, LLC, NFL VENTURES, L.P., AND THE OWNERS AND OPERATORS OF THE FACILITIES IN WHICH THE EVENT DESCRIBED BELOW IS BEING HELD, ALL PROMOTERS, SUPPLIERS, VENDORS, OPERATORS, AND EACH ONE OF THEM (COLLECTIVELY, "RELEASEES") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES OF ANY KIND CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERS, 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, DEFEND, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS RESULT OF SUCH CLAIM.

I FURTHER 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 STATE COURT LOCATED IN BERGEN COUNTY NEW JERSEY OR A FEDERAL COURT LOCATED IN NEWARK, NEW JERSEY, (AND I WAIVE ANY RIGHT TO OBJECT TO THOSE LOCATIONS).

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).

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
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 ALSO AGREE THAT I SHALL HAVE NO RIGHT OF APPROVAL, AND NO CLAIM TO ANY COMPENSATION OR A CLAIM ARISING OUT OF THE USE, ALTERATION OR DISTORTION OF MY NAME, PHOTOGRAPH, LIKENESS OR OTHER INFORMATION OR MATERIALS PROVIDED.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THE PROVISIONS OF THIS RELEASE. I HEREBY AGREE THAT I WILL BE BOUND THEREBY.

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Name of Participant                      Date                      Signature of Participant