

– Buzzard’s Bay Athletics, Inc. –

WAIVER AND RELEASE OF LIABILITY

DISCLAIMER: BUZZARD’S BAY ATHLETICS, INC. (BBA) IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING, OBSERVING OR ANY OTHER WAY INVOLVED IN RECREATIONAL ACTIVITIES FOR ANY REASON WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF BBA ITS AGENTS, OR EMPLOYEES. PLEASE READ THIS RELEASE CAREFULLY AS IT RELATES TO YOUR LEGAL RIGHTS.

I am aware that participating, observing and conducting recreational activities can involve severe cardiovascular stress and violent contact. I understand that recreational activities involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury. I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I am fully aware of these risks, and in consideration of my participation, I, on behalf of myself, my heirs, assigns, executor, administrator and representatives, hereby release and hold harmless BBA and its officers, directors, shareholder, employees, agents, servants, consultants and all others in its employ from all liability, loss, damage, costs, claims and/or causes of action, including but not limited to all bodily injuries, death, and property damage arising out of or relating to my engaging in or receiving instruction in recreational activities or any activities incidental thereto.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of Massachusetts and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that this agreement shall be governed by the law of Massachusetts. I understand and agree that if any provisions of this Waiver and Release of Liability are held to be invalid, nevertheless, the remaining terms of this document shall continue in full force and effect. I hereby agree to indemnify and save and hold harmless BBA its employees, instructors or agents, and each of them from any loss, liability, damage, or cost they may incur due to the presence of or any act of the Undersigned while I participates in or observes sporting events or related activities, whether caused by the passive or active negligence of BBA.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am agreeing to abide by all **BBA rules and guidelines**. I further understand that by signing this form, I am giving up legal rights and/or remedies, which may be available to me against BBA, or any of the parties listed above. I also hereby release, waive, discharge and covenant not to sue BBA from any claims whatsoever on account of personal injuries received, property damage incurred, first aid, treatment, or service rendered to me during my participation in the above activity. I further warrant that the following statements are true and correct and understand that BBA has relied on them in entering into the foregoing Waiver and Release of Liability and is giving the Undersigned permission to participate in sporting and other activities being conducted by BBA. No oral presentation, statements or inducements apart from the foregoing written agreement have been made.

I give consent to whatever medical care might be provided or available on the premises.

I AGREE TO ASSUME ANY AND ALL RISKS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.

I AGREE TO COMPENSATE OR REIMBURSE BBA TOGETHER WITH ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SERVANTS, CONSULTANTS AND ALL OTHERS IN ITS EMPLOY FOR ANY COSTS, EXPENSES OR DAMAGES, INCLUDING ATTORNEY FEES, RESULTING FROM ANY CLAIM BROUGHT AGAINST BBA TOGETHER WITH ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SERVANTS, CONSULTANTS AND ALL OTHERS IN ITS EMPLOY FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, WHICH ARISE AS A RESULT OF THE PASSIVE OR ACTIVE NEGLIGENCE OR OTHER ACT OF THE UNDERSIGNED WHILE PARTICIPATING IN OR OBSERVING THE PHYSICAL ACTIVITIES OR RELATED ACTIVITIES

I HAVE CAREFULLY READ AND FULLY UNDERSTANDS THE COVENANT NOT TO SUE CONTAINED HEREIN, AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OR LIABILITY AND INDEMNITY AGREEMENT.

I am over the age of eighteen (18) years or, I am signing this agreement on behalf of a person under the age of eighteen (18) years and I covenant that I have all legal authority to act on behalf of such minor person, and I bind said minor, and / or myself to the terms of this agreement.