



RELEASE AGREEMENT – FUTURES LEAGUE PLAYERS

Assumption of Risk / Liability Release / Covenant Not to Sue / Image Release Indemnity & Hold Harmless

The parties to this Release Agreement (hereinafter, “Release”) are the Futures Collegiate Baseball League of New England, Inc. (hereinafter, the “League”), each of its franchises including without limitation the Bristol Blues, Brockton Rox, Martha’s Vineyard Sharks, Nashua Silver Knights, North Shore Navigators, Pittsfield Suns, Seacoast Mavericks, Wachusett Dirt Dawgs, and Worcester Bravehearts (hereinafter, collectively “Franchises” or individually “Franchise” as applicable); including their past and present officers, directors, trustees, shareholders, employees, instructors, facilitators, agents, representatives, contractors, volunteers, successors, assigns, parent entities, subsidiary entities, affiliated entities, property owners, landlords, and sponsors (collectively hereinafter, “Released Parties”), and the undersigned participant, including his/her parent or guardian if the participant is under the age of eighteen (18) (collectively hereinafter, “Participant”).

In consideration of participation as part of a Franchise roster, games, practices, Franchise and League related activities, and use of equipment, which participation and use would not be offered without the execution of this Release, Participant hereby acknowledges and agrees as follows:

1. Voluntary participation. Participant’s participation on the League or Franchise roster is entirely voluntary.
2. Participant’s acknowledgments. In connection with League or Franchise activities, Participant hereby agrees to conduct himself in a safe and reasonable manner and will not participate in any related activity or use League or Franchise facilities, equipment, or any apparatus while under the influence of drugs, alcohol, or any condition that might impair Participant. Participant hereby agrees to notify League or Franchise staff of any known medical condition that could impair Participant’s safety or the safety of others in any activities. Participant will obey and comply with all League or Franchise rules, regulations, and instructions. Participant hereby acknowledges his responsibility to ask questions to clarify any rules, regulations, or instructions that Participant does not understand.



3. Assumption of risk. Participant fully understands and acknowledges that all of the activities that Participant will undertake have inherent risks, dangers, and hazards, and: (a) Participant's participation in any League or Franchise activities, on-field promotions, games, and use of equipment may result in injury, paralysis, death, or other ailments that could cause serious disability; (b) these risks and dangers may be caused by accidents, negligence, breaches of contract, breaches of implied or express warranties, or other causes; and (c) Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby assume all risks and dangers both known and unknown, and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence, breaches of contract, breaches of implied or express warranties, or other conduct by the Released Parties, other participants in League or Franchise activities, or by any other person.

4. Liability release and covenant not to sue. Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby release, waive, discharge, and covenant not to sue, the Released Parties including their past and present officers, directors, trustees, employees, instructors, facilitators, agents, representatives, contractors, volunteers, successors, assigns, parent entities, subsidiary entities, affiliated entities, property owners, sponsors, other participants in League or Franchise activities, League or Franchise guests, and any other person or tortfeasor, for any and all claims, actions, or losses they may have presently or have at any time in the future, including but not limited to negligence, bodily injury, wrongful death, emotional distress, property damage, breach of contract, breach of express or implied warranties, loss of consortium, or loss of services which may arise in any manner whatsoever from Participant's participation in activities directly or indirectly related to the League or Franchise, use of League or Franchise facilities or equipment, and travel related to League or Franchise programs and activities.

5. Indemnification and hold harmless. Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby indemnify and hold harmless the Released Parties including their past and present officers, directors, trustees, shareholders, employees, instructors, facilitators, agents, representatives, contractors, volunteers, successors, assigns, parent entities, subsidiary entities, affiliated entities, property owners, landlords, and sponsors from and against any and all claims, causes of action, losses, liabilities, claims of liability, allegations, judgments, costs, expenses,



reasonable attorney's fees, and damages whatsoever brought by or on behalf of anyone, including without limitation, any action arising from the death or injury to any person, including but not limited to the Participant, or damage to any property, resulting from or arising out of Participant's participation in programs and activities directly or indirectly related to the League or Franchise, use of League or Franchise facilities or equipment, and travel related to League or Franchise programs and activities. This indemnification includes that any parent/guardian signing on behalf of a minor shall indemnify the Released Parties against any claims brought by or on behalf of that minor including but not limited to claims relating to negligence of the Release Parties.

6. Image release. Participant, and if applicable, Participant's parent/guardian on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby grant permission to the Released Parties to take and use visual/audio images and recordings of Participant in connection with any media, including but not limited to the Released Parties websites, publications, promotions, broadcasts, and advertisements. Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby allow the Released Parties including their past and present officers, directors, trustees, shareholders, employees, instructors, facilitators, agents, representatives, contractors, volunteers, successors, assigns, parent entities, subsidiary entities, affiliated entities, property owners, landlords, and sponsors, or any other person including but not limited to any person or company authorized by the Released Parties, to publish and/or distribute material containing the images, and further release any claims or damages they may have presently or have at any time in the future in connection with the use of visual/audio images or recordings.

7. Emergency response. In the event of any emergency, Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby authorize the Released Parties to secure from any hospital or any person any treatment deemed reasonable and necessary by the aiding party's subjective discretion for immediate care, and further acknowledge that he/she will be responsible for payment of all medical services provided.

8. Choice of law, arbitration, and jurisdiction. Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby agree that this Release



shall be governed by the laws of the Commonwealth of Massachusetts, and further agree that any action arising out of this Release or related activities shall be arbitrated through the American Arbitration Association with proceedings held exclusively in the Commonwealth of Massachusetts unless otherwise agreed by the parties.

9. Entire agreement. Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby agree that this Release is the only and entire agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Release supersedes any earlier written or verbal understandings or agreements between the parties.

10. Severance. Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby agree that if any provision of this Release or the application thereof is held invalid, then the invalidity shall not affect other provisions or applications of this Release which can be given effect without the invalid provisions or applications.

11. Understanding of document. Participant, and if applicable, Participant's parent(s)/guardian(s) on behalf of themselves and on behalf of Participant, Participant's heirs, successors, assigns, executors, and administrators, hereby declare and acknowledge that they have read this Release, understand all of the terms and provisions of this Release, and are willingly and voluntarily signing this document as their free act, are authorized to do so, and sign this document as a sealed instrument with the intent of it being an unconditional release of all liability.