

NEW JERSEY SPARTANS INJURY WAIVER

AGREEMENT TO WAIVER OF CLAIMS AND LIABILITY RELEASE

In consideration of acceptance as a Participant in the **NEW JERSEY SPARTANS TRYOUT** (hereafter the "Program"), the undersigned Participant (hereafter "Participant" or "I" or "my" or "me") agree to the following **Waiver** of Claims and Liability Release (hereafter the "**Waiver** and Release"), which will cover events occurring from the time the Participant commences participation in the Program until the termination of participation therein. The undersigned acknowledges that he is executing this "Waiver and Release" with the understanding that it in no way constitutes an employment contract or an offer of employment between the undersigned and the New Jersey Spartans, but is only an opportunity to try-out for a roster position on the NJ Spartans Team as a adult amateur football player.

WAIVER OF CLAIMS AND LIABILITY RELEASE

It is the intent of the undersigned Participant to release, New Jersey Spartans Organization, the **New Jersey Spartans LLC** (the "**NJS**"), its members and each of their respective affiliates, subsidiaries, officers, directors, agents, sponsors, and employees (the "**NJS Entities**") collectively from any claims or liability to the fullest extent possible under the law, and to advance that intent the undersigned hereby agrees as follows:

1. I UNDERSTAND AND HEREBY ACKNOWLEDGE THAT THE GAME OF FOOTBALL IS A FULL-BODY CONTACT SPORT THAT PRESENTS THE INHERENT RISK OF SERIOUS BODILY **INJURY OR DEATH**, AND MY **WAIVER** AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLY TO DEATH, ANY BODILY **INJURY**, DAMAGE, OR ACCIDENT THAT MAY BE SUFFERED BY PARTICIPANT OR OTHERS RESULTING FROM THE PARTICIPANT'S PARTICIPATION IN THE GAME OF FOOTBALL IN CONNECTION WITH THE PROGRAM.

2. I acknowledge that my participation in the Program exposes me to the risk of serious bodily injury or death from many potential causes including, but not limited to: violent collision with other participants, personnel, equipment or the ground; participants' violation of the rules and regulations of the Program or rules of football; imperfect field conditions; extremely demanding physical exertion that may result in ligament, muscle or soft tissue strains, tears or ruptures, heat exhaustion or heat stroke; flying equipment or other objects; as well as other serious risks. I understand that there are inherent and other risks involved in the sport of football, that serious injuries are a common occurrence of the sport and I freely assume those risks.

3. **I, the undersigned, as a Participant in the Program, hereby waive and renounce any claims against the NJS Entities**, or any other person participating in the Program, including without limitation any claims based on negligence, for any **injury** to me or others, loss damage, sickness, accident, delay, or expenses of any kind whatsoever resulting from the my participation in the Program. I also agree to hold harmless the **NJS Entities** from any and all claims arising out of the equipment or uniform supplied to me for use in the Program, or the equipment or other materials used by Program staff in implementing the Program.

4. I understand and acknowledge that the **NJS Entities** do not guarantee the security or safety of Program sites, of the areas adjacent to and surrounding Program sites, or of any areas Participants may traverse on their way to or from program sites. I release the **NJS Entities** from any and all claims arising out of accidents or events caused by a Participant or third parties not associated with the Program, which incidents could occur on Program sites, in areas adjacent to or surrounding Program sites, or in areas traversed by Participants traveling to our Program sites. I further release the **NJS Entities** from liability for any damage or **injury** that may occur as a result of the surface or condition of the Program site itself (e.g. the football playing field), or the condition of facilities or equipment used at the site.

5. I further understand that should any medical services be provided or made available to me in connection with participation in the Program, the provision or availability of which the **NJS** does not sponsor or guarantee, the **NJS** does not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the **NJS Entities** be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I also understand that the **NJS Entities** cannot be held liable for any other services provided in connection with the Program, including without limitation any coaching, counseling, transportation, or security services.

6. If any portion of this **Waiver** and Release is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, I hereby agree that such determination shall not affect the balance of this **Waiver** and Release, but this **Waiver** and Release shall remain in full force and effect, as such invalid portion shall be deemed severable.

Print Full name of Participant

Signature of Participant - Date