

SPECIAL OLYMPICS NEW JERSEY SNOW BOWL WAIVER

Name (Indicate if Volunteer/Staff/SONJ Athlete): _____

SPECIAL OLYMPICS NEW JERSEY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFY ("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 "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 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, NEW JERSEY SPORTS & EXPOSITION AUTHORITY, NATIONAL FOOTBALL LEAGUE ("NFL"), ITS MEMBER PROFESSIONAL TEAMS AND CLUBS INCLUDING BUT NOT LIMITED TO 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, SETTLEMENTS, LOSSES, OR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, OR WRONGFUL DEATH, ILLNESS OR DEATH (INCLUDING WITHOUT LIMITATION FROM THE COVID 19 PANDEMIC, OR ANY OTHER COVID VARIANTS) REGARDLESS OF WHETHER ANY SUCH INJURY, ILLNESS, DEATH, HARM OR DAMAGE WAS CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERS, INCLUDING NEGLIGENCE 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, SETTLEMENT, DAMAGE, OR COST WHICH MAY BE INCURRED AS RESULT OF SUCH CLAIM.

I HEREBY AGREE TO FOLLOW ALL STADIUM POLICIES AND POSTED INSTRUCTIONS WHILE ON THE PREMISES AND THE STADIUM GROUNDS. I RECOGNIZE THAT AN INHERENT RISK TO EXPOSURE TO COVID 19 EXISTS IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT, COVID 19 AND COVID VARIANTS ARE EXTREMELY CONTAGIOUS DISEASES THAT CAN LEAD TO SEVERE ILLNESS AND DEATH. SENIOR CITIZENS AND THOSE WITH UNDERLYING MEDICAL CONDITIONS ARE ESPECIALLY VULNERABLE. BY ENTERING THE STADIUM AND STADIUM GROUNDS, I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH EXPOSURE TO COVID 19 AND OTHER COVID VARIANTS.

I HEREBY ACKNOWLEDGE THAT I WILL NOT ENTER METLIFE STADIUM IF ANY ONE OR MORE OF THE FOLLOWING IS TRUE ON THE DAY OF THE METLIFE STADIUM EVENT: (I) I TESTED POSITIVE FOR COVID-19 WITHIN THE PAST 14 DAYS; (II) WITHIN THE PRIOR 48 HOURS, THE ATTENDEE HAS EXPERIENCED SYMPTOMS OF COVID-19 (E.G., A FEVER OF 100.4°F OR HIGHER, COUGH, SHORTNESS OF BREATH OR DIFFICULTY BREATHING, CHILLS, REPEATED SHAKING, MUSCLE PAIN/ACHINESS, HEADACHE, SORE THROAT, LOSS OF TASTE OR SMELL, NASAL CONGESTION, RUNNY NOSE, VOMITING, DIARRHEA, FATIGUE OR ANY OTHER SYMPTOMS ASSOCIATED WITH COVID-19 IDENTIFIED BY THE CENTERS FOR DISEASE CONTROL AND PREVENTION); (III) IF AN ATTENDEE HAS BEEN EXPOSED TO SOMEONE WHO HAS TESTED POSITIVE FOR COVID-19 WITHIN THE LAST 14 DAYS AND HAS **NOT** BEEN FULLY VACCINATED; OR (IV) WITHIN THE PRIOR 14 DAYS, THE ATTENDEE HAS TRAVELLED TO A STATE OR INTERNATIONAL TERRITORY IDENTIFIED BY FEDERAL OR APPLICABLE

