SPECIAL OLYMPICS NEW JERSEY SNOW BOWL WAIVER

Name: _____

Role: ☐ **Volunteer** ☐ **Staff** ☐ **SONJ Athlete** ☐ **Official** ☐ **Player**

SPECIAL OLYMPICS NEW JERSEY RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION ("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 OLYMPICS NEW JERSEY ("SONJ") SNOW BOWL (THE "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 WILL, AT ALL TIMES, COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS AND POLICIES AND GUIDELINES OF SONJ IN CONNECTION WITH THE EVENT.

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 IN THE EVENT, NEW YORK FOOTBALL GIANTS LLC, GIANTS STADIUM, LLC, THE GIANTS FOUNDATION, 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 HEREIN IS BEING HELD, ALL PROMOTERS, SUPPLIERS, VENDORS, OPERATORS, AND EACH ONE OF THEM (COLLECTIVELY, "RELEASEES") FROM ALL LIABILITY, CLAIMS, DEMANDS, SETTLEMENTS, LOSSES, AND DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, OR WRONGFUL DEATH, ILLNESS, INFECTION, DISEASE OR DEATH REGARDLESS OF WHETHER ANY SUCH INJURY, ILLNESS, INFECTION, DISEASE, 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 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, SETTLEMENT, DAMAGE, OR COST WHICH MAY BE INCURRED AS RESULT OF SUCH CLAIM.

I HEREBY GIVE CONSENT AND AUTHORITY TO RECEIVE MEDICAL TREATMENT ON MY BEHALF IF I AM INJURED OR REQUIRE MEDICAL ATTENTION DURING MY PARTICIPATION IN THE EVENT. I UNDERSTAND AND AGREE THAT I AM SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO SUCH MEDICAL TREATMENT, MEDICAL TRANSPORTATION, AND/OR EVACUATION. I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS THE RELEASEES FROM ANY CLAIM WHATSOEVER IN CONNECTION WITH SUCH TREATMENT OR OTHER MEDICAL SERVICES.

I HEREBY AGREE TO FOLLOW ALL STADIUM POLICIES AND POSTED INSTRUCTIONS WHILE ON THE PREMISES AND THE STADIUM GROUNDS.

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 ITFREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND SUCH ACTION TO 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(S) (INCLUDING ANY RESCHEDULED DATE(S)) WHEN THE EVENT IS HELD. I HEREBY AGREE THAT THIS RELEASE REPRESENTS THE FULL UNDERSTANDING BETWEEN SONJ AND ME AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, AND WARRANTIES, BOTH WRITTEN AND ORAL, BETWEEN US, WITH RESPECT TO THE SUBJECT MATTER HEREOF.

Name -Print	Date (MM/DD/YY)	Signature

PERMISSION TO PUBLISH: IN PARTICIPATING, I AM SPECIFICALLY GRANTING PERMISSION TO YOU TO USE, PUBLISH, PUBLICLY DISPLAY, AND REPRODUCE MY NAME, LIKENESS, VOICE, AND WORDS IN TELEVISION, RADIO, FILMS, NEWSPAPERS, MAGAZINES, AND OTHER MEDIA, AND IN ANY FORM NOT HERETOFORE DESCRIBED, THROUGHOUT THE WORLD FOR THE PURPOSE OF ADVERTISING OR COMMUNICATING THE PURPOSES AND ACTIVITIES OF SPECIAL OLYMPICS IN APPEALING FOR FUNDS TO SUPPORT SUCH ACTIVITIES IN PERPETUITY. 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.

Name -Print	Date (MM/DD/YY)	Signature