

## AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY

In consideration for permitting the undersigned to participate in the BAY STATE GAMES, (the "Participant"), athletics/sports programs, and related events and activities (collectively, the "Event"), the Participant, and, if the Participant is less than 18 years old, the Participant's parent or legal guardian (collectively, the "Applicants"), for themselves and for their respective heirs, personal representatives, executors, administrators and assigns, agree as follows:

1. Good Physical Condition: The Applicants hereby acknowledge and agree that the Participant is in good physical condition and has no disease or injury that would impair his/her ability to compete in the Event.

2. Assumption of Risk: The Applicants hereby acknowledge and agree that the Participant understands the nature of the Event and is participating voluntarily in the Event; that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, Participant, knowingly and voluntarily, accepts, and assumes responsibility for, each of these risks and dangers, and all other risks and dangers, whether known or unknown, that could arise out of, or occur during, Participant's participation in the Event.

3. Release and Waiver: The Applicants hereby release, waive, discharge, and covenant not to sue the THE NATIONAL CONGRESS OF STATE GAMES and BAY STATE GAMES, its affiliated programs and parent company, their respective administrators, directors, agents, coaches and other employees of the organization, other participants, sponsoring agents, advertisers, volunteers, and, owners, operators and lessors of premises used to conduct the Event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

4. Indemnification and Hold Harmless: The Applicants hereby agree to indemnify, defend, and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorneys' fees, arising from, or in any way related to, the Participant's participation in the Event.

5. Insurance: The Applicants hereby acknowledge that the Participant currently has and agrees to maintain throughout the time of the Participant's training for and competition in the Event, valid and sufficient medical and accidental insurance. The Applicants understand that the foregoing is their sole responsibility and the Applicants release all persons and entities, including, but not limited to, the Releasees, from providing coverage for the Participant.

6. Policy Compliance: The Applicants hereby agree to read and abide by the policies, rules and regulations adopted in connection with the Event and outlined by the BAY STATE GAMES on [www.baystategames.org](http://www.baystategames.org). The Applicants agree that the Participant shall refrain from consuming alcoholic beverages or non-prescribed drugs at all the event. The Applicants understand that the Participant's participation in the BAY STATE GAMES is a privilege which can be revoked at any time for inappropriate behavior as determined by the BAY STATE GAMES in its sole but reasonable discretion.

7. Apparel and Awards: The Applicants hereby agree that all uniforms, jackets, and other awards are property of the BAY STATE GAMES until all final competitions and discipline/eligibility matters have been resolved. The Applicants agree that individuals or teams shall forfeit jackets, medals and other awards if such action is deemed appropriate by the BAY STATE GAMES.

8. Lodging and Expenses: The Applicants hereby agree that the Participant is responsible for all housing, transportation, food, and other related expenses to the Event. The Applicants acknowledge that the BAY STATE GAMES do not provide chaperones or any supervision for participants related to their travel, lodging, or transportation.

9. Likeness: The Applicants hereby agree, without compensation, to allow the Participant's name, image, photograph, video reproduction or likeness, and associated personal information to appear in publications, social media, advertising, and/or television and online coverage in any and all manner incidental to his/her participation.

10. Information: The Applicants hereby agree that BAY STATE GAMES may provide the Participant's contact information to sponsors, other event partners of the BAY STATE GAMES, BAY STATE GAMES medical staff, accredited media, college coaches, registered sports scouts and for his/her entry into the State Games of America. The applicants also agree that BAY STATE GAMES may provide the participants contact information for the purpose of contact tracing. Additionally, the Applicants hereby agree that BAY STATE GAMES may share certain, non-health-related personal information about the Participant for purposes of marketing and advertising, including on social media and to social media vendors and other advertising vendors. Further, the Applicants hereby agree that BAY STATE GAMES may share any and all personal information about the Participant with any entities or individuals for purposes of the provision of health care and related services. The Applicants confirm that they understand that such personal information may include information about the Participant's sensitive health conditions and medical history.

11. Permission to Treat in Medical Emergencies: If the Participant is less than 18 years old, the Applicants hereby agree and acknowledge that BAY STATE GAMES will use its best efforts to contact the Participant's parent or legal guardian in the event of a medical emergency. However, if the parent or legal guardian cannot be reached, the Applicants authorize the BAY STATE GAMES, its staff, and medical

personnel to transport the Participant to the nearest medical care facility and secure emergency medical treatment, including hospitalization, injections, anesthesia, or surgery.

12. Severability: The Applicants expressly agree that the foregoing assumption of risk, release and waiver of liability, indemnity and consent agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

13. Acknowledgment of Understanding: The Applicants have read this assumption of risk, release and waiver of liability, indemnity, and consent agreement, and have had the opportunity to ask questions regarding its contents. The Applicants fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the Applicants are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The Applicants acknowledge that they are agreeing to this agreement freely in nature and voluntarily and that no oral representations, statements, or inducements, apart from the foregoing written agreement have been made.

14. The Bay State Games reserves the right to bar any participant, coach, organizer, or any other constituent (each individually, a "Constituent") from any Bay State Games event if it is reported to and confirmed by organizers that such Constituent is a registered sex offender.

15. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE National Congress of State Games and Bay State Games, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.