

**COACH JOHN SPORTS/NCO SPORTS WAIVER OF LIABILITY
AND RELEASE AGREEMENT FOR MINOR PARTICIPANTS**

In consideration of: (i) _____ (“Participant”) attending and participating in instructional and competitive youth athletic programs and related activities conducted, sponsored or promoted by John Sferrazza d/b/a Coach John Sports (the “Sports Program”), including but not limited to clinics, one on one instruction, scrimmages, games, and traveling to and from, practice, or games; and (ii) permission to enter the premises and grounds of the site of the Sports Program (the “Facilities”); I, for myself and any minor children for whom I am a parent, legal guardian or otherwise responsible, for the Participant, and for my/our heirs, spouse, any other guardian, personal representatives, heirs or assigns of any of the foregoing, (collectively, the “Releasing Parties”) do hereby enter into this agreement in favor of John Sferrazza d/b/a Coach John Sports, and its directors, members, shareholders, contractors, agents, representatives, officers, sponsors, licensees, servants, volunteers, employees and affiliates, including without limitation John Sferrazza, individually, (collectively, the “Coach John Released Parties”) and represent and agree as follows:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY

The undersigned understands that there are certain dangers, hazards and risks (foreseen and unforeseen) inherent in attending and participating in instructional and competitive youth athletic programs, including, without limitation, risks related to use of equipment and facilities, personal safety (including risks of minor, serious or mortal personal injury) and risks of property damage. I represent that I am parent or legal guardian of the participant and that any other parent or legal guardian has authorized Participant to participate in the Sports Program and has authorized me to sign this waiver and release on behalf of and to bind such parent or legal guardian. In recognition of the dangers, hazards and risks (foreseen and unforeseen) associated with attending and participating in the Sports Program, the Releasing Parties expressly confirm that the Participant is physically and mentally capable of attendance and participation in all activities and use of all equipment associated with the Sports Program. The Participant is willingly and voluntarily attending and participating in the Sports Program, and the Releasing Parties agree that the parents and guardians of the Participant and the Participant shall assume all dangers, hazards and risks (foreseen and unforeseen) inherent in, arising from or related to the Participant’s attendance and participation in the Sport Program. The Releasing Parties further acknowledge and agree that the owners or lessees of the Facilities at which the Sports Program is being conducted ARE NOT RUNNING ACTIVITES AT THE SITE AND ARE PROVIDING FIELD OR FACILITIES SPACE ONLY. NO INSTRUCTION OR SUPERVISION OF ANY TYPE WILL BE PROVIDED BY THE OWNERS OR LESSORS of the Facilities. The Releasing Parties expressly agree to accept and assume all of the risks existing in entering, being on, and exiting the Facilities. The Releasing Parties acknowledge and agree that the Facilities is a location of athletic activity involving contact and balls, and include areas where access to the athletic areas may increase risk of falling or being struck by balls or persons engaged in athletic activities or horseplay.

PARTICIPANT RESPONSIBILITIES AND INSURANCE

The Undersigned and the Participant agree that during attendance and participation in the Sport Program, which may include travel to and from the Sport Program, the participant will act in a responsible manner, will abide by the instructions of any personnel assigned by the Sport Program, and will comply and follow the rules and regulations of the Sport Program. In anticipation of the participant’s enrollment in the Sports Program, the undersigned and Participant have consulted with a medical doctor with regard to the participant’s medical condition. The participant has no physical or mental conditions which would cause him/her to be a danger to himself/herself or to others, is capable of participating in all activities associated with the Sports Program, and has adequate health insurance to fully cover treatment of any injuries and/or damages.

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS

In consideration of Participant’s attendance and participation in the Sports Program, and knowing the dangers, hazards and risks (foreseen and unforeseen) of attending and participating in the Sports Program, the Releasing Parties hereby release, waive their right to sue, forever discharge, and agree to indemnify and hold harmless each of the Coach John Released Parties and the owner and/or lessor of the Facilities from and against any and all liabilities, claims, injuries, losses, damages, expenses, demands, actions, and causes of action of whatsoever kind or nature (at law or in equity) arising out of or related to participation in the Sports Program, including without limitation as a result of negligence of any or all of the Coach John Released Parties. Should the Coach John Released Parties and/or the owner and/or lessor of the Facilities, be required to incur attorneys’ fees and costs to enforce this agreement, the Releasing Parties agree to indemnify and hold each of them harmless for all such fees and costs. This waiver and release shall not operate to waive or release claims based on gross negligence or intentional conduct.

ACKNOWLEDGEMENT

It is the express intent of the undersigned that this Agreement shall bind all of the Releasing Parties, including without limitation, the undersigned, any other parent, the Participant, the Participant’s family, estate, heirs, administrators, personal representatives or assigns. The Undersigned acknowledges that they have read and understand this document and the RELEASE AND HOLD HARMLESS provisions. The Undersigned agrees that this Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the conflict of laws provisions thereof, and that the Commonwealth of Massachusetts shall be the forum for any lawsuits filed under or incident to this Agreement. In the event the Releasing Parties file suit against the Coach John Released Parties, the Releasing Parties agree to do so solely in the state court having jurisdiction in Plymouth County, Massachusetts, and agree to such venue. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. The Releasing Parties have had sufficient opportunity to read this entire agreement. I have read and understood this agreement, and agree to be bound by its terms.

Participant’s Name and Age/Birthdate _____
Season and Sport/Activity: _____
Parent/Guardian signature*: x _____
Parent/Guardian printed name: _____
Address: _____
Telephone: _____
Emails (for cancellations,etc.) : _____
Emergency Contact (other than parent)Name and Phone: _____

*By signing, you understand that the fees to participate are entirely non-refundable.