

PARTICIPANT GENERAL RELEASE AND AGREEMENT

This release must be signed prior to participation

Participant's Name: _____

In consideration of permission to use, or participate in an event at, Gillette Stadium in Foxborough, Massachusetts (the "Stadium"), the Empower Field House adjacent to Gillette Stadium, the Revolution training facility and/or adjacent fields, or any other related facility ("Facilities"), Participant, individually, and on behalf of Participant's spouse, child/children, family, relatives, heirs, successors, and assigns (collectively, "Participant") hereby agrees:

1. That use of the Facilities and participation in event(s) at the Facilities ("Event(s)") are voluntary. Participant understands and voluntarily assumes all risks, hazards and dangers associated with such use and participation, including personal injury, exposure to communicable diseases, viruses and illnesses, and lost, stolen or damaged property. Participant may be subject to a health assessment prior to entering the Facilities or while in the Facilities, and Participant may be asked to leave the Facilities if Participant is deemed to pose a health or safety risk to others;
2. To release and forever discharge all entities and persons associated and affiliated with the Facilities, including but not limited to New England Patriots LLC, Kraft Sports and Entertainment LLC, NPP Development LLC, NPS LLC, TeamOps LLC, Foxboro Realty Associates LLC, Kraft Group LLC, Kraft Soccer II, Kraft Soccer LLC, The New England Patriots Charitable Foundation, Inc., the Gillette Company, and each of their respective parents, affiliates, subsidiaries, officers, members, owners, employees, agents, and representatives (together the "Released Parties") from any and all claims or liabilities, in equity and law, including but not limited to personal injuries (including death) and/or damages Participant and/or Participant's property may sustain in connection with use of the Facilities or Event(s), even if those claims or liabilities arise out of the negligence or carelessness of one or more of the Released Parties. Participant understands that the number and magnitude of the claims and liabilities released hereto may not currently be fully known, but nevertheless to release those unknown claims;
3. To defend, indemnify, and hold harmless the Released Parties from and against any and all demands, claims, disputes, actions, causes of action, losses, damages, penalties, recoveries, judgments or executions, costs, and expenses (including attorneys fees), of any and every kind, arising from or in connection with Participant's use of the Facilities and/or participation in Events, except to the extent arising from the gross negligence or willful misconduct of the Released Parties;
4. That photographs, videos, and other images of Participant may be taken while at the Facilities or during Events and to assign all rights in those items to the Released Parties. Participant's image and likeness may be used, without compensation to Participant, by the Released Parties and/or their designees in connection with purposes authorized by the Released Parties;
5. That this Agreement shall govern Participant's use of the Facilities and participation in Events at the Facilities for a three (3) year period, commencing on the date this Agreement is signed (the "Term"). Participant may terminate this Agreement during the Term by providing written notice to: Gillette Stadium, One Patriot Place, Foxboro, MA 02035 Attn: Legal Department. Upon receipt of such notice and written confirmation of termination to Participant (the "Termination Date"), this Agreement shall terminate. As of the Termination Date, (i) Participant shall no longer be permitted to use the Facilities or attend Events unless Participant signs a new release agreement provided by the Stadium and (ii) all terms of this Agreement shall remain in effect with respect to Participant's use of the Facilities and/or any Event(s) that took place during the Term and prior to the Termination Date.
6. That this Participant General Release and Agreement (this "Agreement") shall take effect as a sealed instrument and shall be governed by the laws of the Commonwealth of Massachusetts. Any dispute relating to the Facilities and/or Event(s) shall exclusively be resolved by binding arbitration before JAMS in Boston, Massachusetts according to the rules of that forum. Participant waives the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim relating to the Facilities and/or Event(s). If any portion of this Agreement is deemed void or unenforceable for any reason, such provision shall be limited or modified so as to make it enforceable and if such provision cannot be modified to be enforceable, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement which shall otherwise remain in full force and effect.

If, as of today's date, Participant has not reached 18 years of age, this form must be signed by Participant's parent or legal guardian on behalf of Participant. The parent or legal guardian further agrees that this Agreement remains legally binding as though the parent or legal guardian was named as the Participant. A legal guardian must be appointed or approved by a court of jurisdiction.

I hereby attest that I have read, fully understand, and agree to without exception all of the provisions, releases, and waivers outlined in this Agreement. I understand that this Agreement is a legally binding document that limits the legal liability of the Released Parties. I ATTEST UNDER PENALTY OF FRAUD THAT I AM AT LEAST 18 YEARS OF AGE AND IF I AM SIGNING FOR A MINOR THAT I AM THAT MINOR'S PARENT OR LEGAL GUARDIAN.

Signed Name Date