

**EPSOM YOUTH ATHLETIC ASSOCIATION
ACTIVITIES WAIVER OF LIABILITY AGREEMENT**

IN CONSIDERATION of my being given the opportunity to participate in any activity related in any way to Epsom Youth Athletic Association ("EYAA"), including, but not limited to, participation in any physical activity, formal or informal sport training, practice, game or action, walking, running, jumping, throwing, recreational activity, or any other activity connected in any way with EYAA, its directors, employees, volunteers, coaches, facilitators, or any other person or entity in any way associated or connected with EYAA (hereinafter "Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin ("Releasers") state and agree as follows:

I UNDERSTAND, ACKNOWLEDGE, AND HAVE BEEN FULLY INFORMED (a) that the Activities involve the risk of minor or serious injury including disease, illness, sickness, permanent disability, paralysis, and death, and/or property damage (the "Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, or the negligence of the Releasees named below; and, (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time that may result as a direct or indirect result of the Activities; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I may incur directly or indirectly as a result of my participation in the Activities. The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE (a) EYAA and/or its directors, employees, administrators, volunteers, coaches, agents, officers, instructors, rescue personnel, (b) the owners or lessees of premises used to conduct the Activities, (c) the owners or lessees of equipment used in the Activities, or (d) other participants or persons involved in the Activities, all of whom for the purposes herein are referenced to as "Releasees," from all liability to me, or my next of kin, personal representatives, assigns, heirs, for any and all loss or damage, and any claim or demands therefore on account of injury or death to my person or damage to my property arising out of or related directly or indirectly to the Activities, whether caused by the negligence of the Releasees or otherwise, including negligent rescue operations.

I FURTHER AGREE that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim, whether the claim is alleged to have been caused by the negligence of the Releasees or otherwise. Further, any claims or disputes relating to my participating in the Activities shall be venued in the Merrimack County Superior Court in the State of New Hampshire, and that New Hampshire law shall govern this agreement.

I HEREBY STATE and represent that I am qualified, in good health, in proper physical condition, and of reasonable age and maturity to participate in such Activities.

I HEREBY GRANT PERMISSION for a licensed physician, nurse, or any other person, chosen by the leadership of EYAA, to provide any medical emergency treatment that may become necessary to me. I will pay for any resulting costs not covered by my health insurance.

I HEREBY AGREE that I am and will be fully responsible to pay for any damage to the real or personal property of EYAA or to any other person participating in or related to the Activities, which damage is caused by my negligent or intentional acts.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND AN ASSUMPTION OF THE DUTY TO INDEMNIFY TO THE GREATEST EXTENT ALLOWED BY LAW. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING BELOW REGARDING THE LEGAL IMPLICATIONS OF THIS WAIVER.

Date: _____

Name (Print) _____ Signature _____

Email Address _____

Street and Apt. Address _____

City _____ State _____ Zip _____

PERMISSION TO USE MY PHOTOGRAPH OR IMAGE

I hereby grant EYAA permission to use, reproduce, publish or distribute any photographs, films, videotapes and/or sound recordings of me for use in materials, publications, or other documents, including but not limited to a website or social media available to the world wide web, it or they may create, without compensation to me.

Signature: _____ Date: _____