

**HARRISON MEN'S AGE 30 AND OVER SOCCER PROGRAM - RELEASE, WAIVER & INDEMNITY AGREEMENT**

In exchange (consideration) for the opportunity to participate in the Town/Village of Harrison's Men's Age 30 and Over Soccer Program, and/or any other events related to and/or arising out of such activities, whatsoever (herein collectively referred to as the "Program"), the undersigned person "the Program Participant" executes this release, waiver & indemnity agreement (the "Agreement") as of the date set forth beside their signature below, and each of the Program Participants below do hereby agree to the foregoing paragraphs, the sufficiency of consideration for execution of this Agreement and further agree as follows:

1. I voluntarily join the Program for the purpose of playing recreational soccer and engaging in any and all related activities (including, without limitation soccer and social activities relating to same) and agree to adhere to all applicable rules and by-laws, exhaust all administrative remedies as provided for under such rules and by-laws and to conduct myself courteously and in a sportsman-like manner throughout all aspects of participation in the Program;
2. I agree that prior to participating in the Program, I will inspect the facilities and equipment to be used and if I believe anything is unsafe, I will immediately report it to the appropriate individuals and will refuse to participate;
3. I agree that I will assume any /all health and/or other risks associated with participating in the Program (including but not limited to social and economic losses, temporary or permanent disability and/or **death**) and that I will not hold or attempt to hold anyone other than myself responsible for such risks at any time, by any means and/or for any reason;
4. I give my permission for my name, likeness, street address, email address, telephone and other contact information to be distributed to the Town/Village of Harrison (as defined in the margin) for residence verification and other similar purposes, and to other Program Participants in order to facilitate communication among Program Participants and to others for other similar purposes. In addition, I promise not to use the Program Participant contact information for any improper purpose, including any commercial purpose;
5. I release, acquit and forever discharge any and all persons and entities, including without limitation, the following persons and entities (collectively referred to as "Releasees"), from any and all liability, damages, injuries, losses, attorneys' and/or expert fees, costs, legal relief, equitable relief, and/or any and all other amounts arising from and/or relating to, in any manner whatsoever, my participation in the Program and its activities, including without limitation, arising from and/or relating to participating in any sport(s) and/or any activities relating to the Program and distribution of the participant contact information as described in this Agreement:

**"Releasees"** include: the Town/Village of Harrison and its affiliates (as defined in the margin<sup>1</sup>), Westchester County, any and all coaches, organizers and/or officers of the Program and/or its events, including without limitation to, the Executive Committee (President, Vice President, Secretary, Treasurer & Asst. Treasurer), Disciplinary Committee, Ronald Belmont (Town/Village of Harrison Recreation Superintendent) and each and every one of the former, present and future Program Participants, as well as any opponent/adversary players/coaches, any field owners, referees, officiators, and/or any other person(s), whatsoever, having a bona fide connection with the activities of the Program.

6. I agree not to institute any legal action or proceeding against any and/or all of the Releasees arising out of the Program and, in the event of any claim or lawsuit against any Releasee(s) arising out of my or my agent's actions in the Program, I agree to indemnify, defend and hold harmless any and all of the Releasees in said action or proceeding to the fullest extent of the law.

PRINT NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ PHONE: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

EMAIL: \_\_\_\_\_ 2010 HARRISON REC CARD # \_\_\_\_\_

**THE UNDERSIGNED HAS READ THE ABOVE RELEASE, WAIVER & INDEMNITY AGREEMENT, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT & SIGN IT VOLUNTARILY. I ALSO ACKNOWLEDGE RECEIVING & READING A COPY OF THE PROGRAM'S RULES & BY-LAWS & CARRYING PRIVATE HEALTH INSURANCE.**

PARTICIPANT SIGNATURE **X** \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

<sup>1</sup> The "Town/Village of Harrison" includes without limitation, all of the Town/Village of Harrison's divisions and affiliates, including without limitation, Purchase, West Harrison, the Town of Harrison, the Village of Harrison, the Harrison Central School District, the Town/Village of Harrison's agents, elected officials, employees, superintendents, insurers, attorneys, representatives, volunteers, boards, and any and all persons acting on behalf of the Town/Village of Harrison. (version 2009.2)