As a precondition to participating in the Activity, I have read the following Release Agreement (the “Agreement”) and agree to its terms for the activities (the “Activity”) offered by Boston Street FC (the Club).

ASSUMPTION OF RISK:

I understand that participating in the Activity entails inherent risks of physical injury. I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of the Club, its officers, trustees, agents, employees or volunteers (collectively referred to as the “Club”).

LIABILITY RELEASE:

In consideration for the Club allowing me to participate in the Activity, I agree I will not sue the Club and I release the Club from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, damage, or injury, including death, that may be sustained by me or to any property belonging to me, arising from the Activity or while upon the premises where the Activity is being conducted, excepting those claims arising from the gross negligence or willful misconduct of the Club.

INDEMNIFICATION:

I agree to indemnify and hold harmless the Club from and against any loss, liability, damage or costs, including court costs and attorneys’ fees, that the Club may incur arising from my involvement in the Activity, excepting those claims arising from the gross negligence or willful misconduct of the Club.

WARRANTY OF PHYSICAL FITNESS:

I warrant that I am physically fit and in a condition that will allow me to participate fully in the Activity. I maintain medical insurance that covers me for accidents and illnesses while I am participating in this Activity. I understand the Club has not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity, and the Club is relying on my warranty of my physical condition. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

EMERGENCY MEDICAL TREATMENT:

I grant the Club permission to authorize emergency medical treatment as it deems appropriate and agree that such action by the Club shall be subject to the terms of this Agreement. I understand and agree that the Club assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

INTENT:

It is my express intent that this Agreement shall bind the members of my family and spouse (if any), my estate, heirs, administrators, assigns, and personal representatives. I agree that this Agreement and any claim arising from my participation in the Activity shall be construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of laws provision. The courts in Suffolk County shall be the forum for any lawsuits arising from the Activity or incident to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

MEDIA:

I consent to the club taking photographs, video recordings, and/or sound recordings in documenting the Activity, and I grant the club and its affiliates permission to use.