

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

Participant Name:_____

Parent/Guardian Name:_____

Participant's Address:_____

Date:_____

Participant has voluntarily chosen to enroll, attend and participate in the Camp/Clinic as defined above ("Activity"). Participant and Parent/Guardian understands and agrees that there may be health and safety hazards due to the physical nature of the Activity (including, without limitation, falling; slipping; tripping; contact with other participants; being injured by sports equipment; exposure to communicable and/ or contagious viruses, infections, diseases, illnesses, epidemics, or pandemics (including without limitation COVID-19) and transportation accidents and damages inherent to travel to unfamiliar neighborhoods) and risks of personal injury that may range from minor injuries (such as scratches, bruises, cuts, sprains, and strains; dental or mouth injuries) to major injuries (such as muscle, joint, ligament, tendon, bone, back, eye (including blindness), or ear (including deafness) injuries; heart attacks; strokes; concussions) to catastrophic injuries (such as serious head or spinal injuries and paralysis); temporary to long-term autoimmune conditions, health effects, symptoms, syndromes, and conditions; death; and/ or property damage associated with the Activity, and Participant and Parent/Guardian knowingly assume such risk. In consideration for Participant being permitted to participate in the Activity, Participant and Parent/ Guardian, intending to be legally bound, hereby waive and release forever any and all rights and claims Participant and/or Parent/Guardian may have against MPKTN LLC, its trustees, officers, agents, employees, and, from and against any and all liability for any harm, injury, illness, death, damage, claims, demands, actions, costs, and expenses of any nature, including those relating to COVID-19, which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or personal injury, illness, or death, that may be sustained by Attendee or by any property belonging to Attendee, whether caused or allegedly caused by or resulting from the negligence (whether characterized as negligence or gross negligence) on the part of MPKTN LLC, its trustees, officers, employees, agents, Company, Coaches, or otherwise, while Participant is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted. If any portion of this provision is determined to be unenforceable, the remainder shall still be enforceable to the fullest extent permissible.

Participant and Parent/Guardian agree that Participant will follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment.

Participant and Parent/Guardian hereby authorize MPKTN LLC, Company, Coaches, or their respective employees, agents, or volunteers, at their sole discretion, to administer to or seek for Participant first aid and other emergency medical services, (including, without limitation, the Heimlich maneuver, mouth-to-mouth resuscitation, cardio-pulmonary resuscitation (CPR), defibrillation, and transportation to a hospital). However, Participant and Parent/Guardian acknowledge that MPKTN LLC, Company, Coaches, or their respective employees, agents, or volunteers may not be present or may not elect or be able or competent to administer or seek such aid, services, or transportation.

Participant and Parent/Guardian understand that this Activity is neither administered nor sponsored by Boston University and that Company and/or Coach is providing this Camp/Clinic outside the scope of his/her/their employment with Boston University. Participant and Parent/Guardian each hereby release, hold harmless, and indemnify Boston University, its trustees, its officers, its employees, its agents, Company and Coach from any and all claims and liability arising out of the Activity.

Participant and Parent/Guardian also hereby grant permission for the use of Participant's image in any photographs, videos, sound recordings or other media containing Participant's image ("Images") made in connection with the Activity. The Images may be used, reproduced, and distributed without restriction for the benefit of MPKTN LLC or the Camp/Clinic in any and all publications or media, in any form, including on any MPKTN LLC web site or social media site, without further consideration, and Participant and Parent/Guardian acknowledge MPKTN LLC right to so use the Images at its discretion. Participant and Parent/Guardian hereby irrevocably waive and release any claims against MPKTN LLC, Company or Coaches in connection with the use of the Images.