

RELEASE & INDEMNITY AGREEMENT

By using athletic cleats (the "Cleats") provided to the undersigned, either directly or indirectly, by The New England Patriots Charitable Foundation, Inc., the participant named below (and his or her parent or legal guardian on his or her behalf) hereby releases and forever discharges The New England Patriots Charitable Foundation, Inc., the New England Patriots L.P., and their respective officers, members, owners, employees, agents, representatives and affiliated persons and entities (collectively, the "Released Persons") from any and all liabilities and claims of any kind (including personal injury, property damage or death), which the participant or his or her legal representatives, has or may in the future have, whether known or unknown, arising out of, or relating in any way to, that participant's acceptance, use or ownership of the Cleats (collectively, the "Released Claims").

This Release is binding even if the risks and liabilities being released arise out of the negligence or carelessness of one or more of the Released Persons. This Release is binding on the participant's legal representatives, heirs and assigns. The invalidity or enforceability of any part of this Release shall in no way affect the validity or enforceability of any of the remainder of this Release.

The person signing this Release acknowledges the possibility that the participant or his or her legal representatives may not fully know the number or magnitude of all the Released Claims, but nevertheless intends to **assume the risk** of the participant using the Cleats and is releasing those unknown claims. The person signing this Release further agrees that they will use the Cleats himself/herself and will not provide use of the Cleats to any third party.

If a participant is under 18 years old, this Release must be signed by the participant's parent or legal guardian.*

Participant's Name (please print): _____

Participant's Address: _____

Participant's Signature: _____

If under 18, Parent or Legal Guardian's Name (please print): _____

Parent or Legal Guardian's Signature: _____

Date: _____

*Note: A legal guardian must be appointed or approved by a court. For example, a camp counselor, or school chaperone is not a legal guardian for children under his or her supervision.