

LIABILITY RELEASE AND INDEMNITY AGREEMENT

Please read carefully before signing. By signing this Agreement you are waiving certain rights and accepting certain responsibilities.

I, being the parent/guardian/legal representative, of the above-named minor (hereinafter "Participant"), do hereby consent to participation in the Reebok BOKS – Build Our Kids' Success Program (hereinafter "Program"). I understand that sports, general physical exercise, and related activities, including those which are a part of the Program, (collectively "Recreational Sports") involve inherent risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death to Participant that may result from his/her participation in Recreational Sports or which relates in any way to the use of any equipment that may be provided for participation in Recreational Sports.

In consideration of the above-named minor Participant being permitted to so participate, I, on behalf of myself, my heirs, my agents, my representatives, any other parent, guardian, or legal representative, (hereinafter "Participant's Parents") hereby agree to release, acquit, discharge, defend, indemnify, and covenant to hold harmless (1) Reebok International Ltd. and each of its parent companies, directors, officers, employees, agents, subsidiaries and affiliates (collectively "Reebok"), and (2) [insert your school and city], together with any and all of their current and former officers, employees, boards, commissions, committees, agents, representatives, designees, successors, and assigns (collectively "[town]") (collectively "Sponsors") from and against any and all claims, causes of action, suits, costs, damages and liability for any and all losses, which shall include, but shall not be limited to, bodily injury, death, property loss, or property damage, whether known or unknown, and whether held by me or the Participant now or upon reaching the age of majority, arising out of, in connection with, or relating in any way to the Participant's participation in Recreational Sports during Programs and the use of any facility at the Programs, including, but not limited to, school grounds, playground, basketball courts, hotels, exercise facilities or locker rooms, or any and all property of the [City of _____] and/or the [_____] Public Schools. I understand and agree that I will defend and indemnify Sponsors from any claim made by Participant.

This release and indemnity agreement includes, but is not limited to, claims based upon negligence by Sponsors and any and all of their current and former officers, employees, boards, commissions, committees, agents, representatives, designees, successors, and assigns, and any other person or cause. I further agree to pay Sponsors all costs and legal fees expended by them or their affiliates defending against such claims or lawsuits as well as any sum paid as a result of any judgment or settlement.

The Sponsors, nor any of their current and former officers, employees, boards, committees, commissions, agents, representatives, designees, successors, and assigns shall incur any personal obligation or incur any personal liability as a result of the Participant's participation in Recreational Sports at the Programs and the use of any facility during a Program, including, but not limited to, school grounds, playground, basketball courts, hotels, exercise facilities or locker rooms, or any and all property of the Schools.

I further agree to grant to Sponsors the absolute right and permission to use, publish, record on video, photograph, broadcast, and copyright any and all images and sounds captured in connection with the Programs and Participant, including Participant's voice recording, name, picture, and likeness, and/or any material based on or derived from them in any manner whatsoever for purposes of advertising or trade in promoting and publicizing products and events related in any way to the brands adidas, Reebok, or any sister company or subsidiary thereof.

MEDICAL TREATMENT PLAN

I, the Parent/Guardian of the above-named participant, hereby represent that Participant is medically fit to participate in the Program. I understand that the Program involves physical exercise that may be strenuous, including but not limited to running, jumping, throwing and catching. I hereby give Sponsors permission and full authority in the event of illness, injury or emergency condition, to administer first aid and take whatever action considered appropriate under the circumstances to obtain medical treatment and services for the Participant, including but not limited to transportation to medical facility. I also authorize the use and disclosure of Participant's individually identifiable health information should treatment for injury or illness become necessary.

Doctor Name: _____ Dentist Name: _____

Doctor Phone #: _____ Dentist Phone #: _____

This agreement shall be governed under the laws of the Commonwealth of Massachusetts.

If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THIS LIABILITY RELEASE AND INDEMNITY AGREEMENT AND MEDICAL TREATMENT PLAN AND AGREE TO ITS TERMS AND CONDITIONS.

Participant Signature: _____ Date: _____

Parent/Guardian: I verify that I am the parent or guardian of the Participant, I have the authority to enter into this agreement on behalf of the Participant, and I agree to be bound by the terms and conditions of this agreement.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

