

**Release and Waiver of Liability and Indemnification Agreement
Berkshire Attack
Massachusetts**

In consideration of my child's participation in any practices, training sessions, games, tournaments, travel, and related activities (collectively, the "Activities") conducted by **Berkshire Attack**, I, the undersigned parent or legal guardian (18 years of age or older), on behalf of myself and the minor participant named below, hereby agree as follows:

1. Assumption of Risk

I understand and acknowledge that participation in athletic activities involves inherent and foreseeable risks, including but not limited to bodily injury, concussion, illness, permanent disability, paralysis, death, and property damage. I knowingly and voluntarily assume all such risks, both known and unknown, associated with my child's participation in the Activities.

2. Release and Waiver of Liability

To the fullest extent permitted by Massachusetts law, I hereby release, waive, and forever discharge **Berkshire Attack**, and its officers, directors, coaches, employees, volunteers, agents, sponsors, affiliates, facility owners, and representatives (collectively, the "Released Parties") from any and all claims, demands, actions, or causes of action arising out of or related to my child's participation in the Activities, including claims arising from the **ordinary negligence** of the Released Parties.

3. Indemnification and Hold Harmless

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to my child's participation in the Activities or any breach of this Agreement by me or my child.

4. Medical Authorization

In the event of an emergency, I authorize Berkshire Attack and its representatives to obtain medical treatment for my child. I understand and agree that I am solely responsible for all medical expenses incurred and that Berkshire Attack does not provide medical or accident insurance coverage.

5. Parent/Guardian Representation

I represent and warrant that I am the parent and/or legal guardian of the participant, that I am **18 years of age or older**, and that I have full legal authority to execute this Agreement on behalf of the participant.

6. Governing Law and Severability

This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Massachusetts**. If any portion of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM SIGNING IT VOLUNTARILY AND INTENDING IT TO BE A COMPLETE RELEASE OF LIABILITY TO THE EXTENT PERMITTED BY MASSACHUSETTS LAW.

Participant Name: _____

Parent/Guardian Name (print): _____

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____