

Patriots Training Camp Fan Activities Area

Terms and Conditions

July 19, 2018

I agree that the terms and conditions set forth below constitute a binding agreement (this “Agreement”) between me and both New England Patriots LLC (“NEP”) and Foxboro Realty Associates (“FRA” and collectively with NEP, the “Patriots Parties”). I, both on my behalf and on behalf of each minor who enters the gated Patriots Training Camp Fan Activities Area under my supervision, acknowledge and agree that my entrance into the Training Camp Fan Activities Area constitutes my acceptance of this Agreement.

Children under the age of eighteen (18) must be accompanied by an adult, and unaccompanied children will not be permitted into the Training Camp Fan Activities Area. I agree that I am responsible for my own conduct and the conduct of any minor who enters into the Training Camp Fan Activities Area with me (each, a “Guest”), and that I and/or each Guest may be refused admission and/or ejected including if any of us is disorderly or fails to comply with any applicable rules.

I understand that I and each Guest will be subject to search upon entry into Training Camp, and that prohibited items may be confiscated. I consent to and waive any claim based on such searches, and agree that failure to consent will result in denial of entry. By entering the Training Camp Fan Activities Area, I grant permission to the Patriots Parties and their designees to use my and each of my Guest’s image, likeness, and/or voice, in any media now or hereafter existing in connection with any broadcast (live or record) or any other transmission or reproduction of an event, in whole or in part, and for any other purpose whatsoever, including commercial purposes without any compensation to me. The use of the Training Camp Fan Activities Area and participation in any activities within are voluntary and the inherent dangers of the activities, if any, are fully understood. I assume the risk of participating in such activities. I irrevocably waive and release on behalf of myself, my Guest(s), my attorneys, agents, successors, heirs, and assigns all claims, liabilities, or losses (whether direct or consequential and whether arising under statute, from negligence, personal injury, death, property damage, or otherwise) against the Patriots Parties; the National Football League, and each of their parents, affiliates, subsidiaries, owners, officers, directors, employees, agents, and independent contractors; and the Town of Foxborough (the “**Released Parties**”), arising from or in connection with me and my Guest(s) entering the Training Camp Fan Activities Area and participating in related activities (the “**Released Claims**”), notwithstanding that such Released Claims may have been caused by the negligent act or omission of such Released Parties.

I further agree that I will defend, indemnify, and hold harmless the Released Parties for any Released Claims asserted by myself and/or my Guest(s), or any third party asserting a claim on behalf of myself or my Guest(s), if such Released Claims relate to this Agreement. My obligation to defend and indemnify the Released Parties for Released Claims includes all attorneys' fees and costs incurred by the Released Parties to defend such claims.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws and provisions of such laws. On behalf of myself and any Guests, I agree that any dispute between or among me, my Guest(s), and any of the Released Parties that may arise in connection with the Training Camp Fan Activities Area shall be resolved by arbitration before JAMS according to the rules of that forum, except that I may pursue a claim in small claims court so long as the claim is pending only in that court, and so long as that claim is not joined with any other claim in any court. I, on behalf of myself and my Guest(s), specifically waive the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claim. I, on behalf of myself and my Guest(s), understand that the arbitrator's decision will be final and binding, and that other rights that I or my Guest(s) may have if I or they went to court may not be available in arbitration. If any provision hereof is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable in such jurisdiction, and shall be construed in order to carry out the intentions of this Agreement as nearly as possible. The invalidity or unenforceability of any provision hereof in one jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction. Waiver of any rights by the Patriots Parties on one or more occasions shall not constitute a waiver of any such right on any other occasion.

I, on behalf of myself and my Guest(s), agree that this Agreement constitutes the sole and entire agreement between me and my Guest(s), on one hand, and the Patriots Parties, on the other, with respect to entrance into the Training Camp Fan Activities Area and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to entrance into the Training Camp Fan Activities Area.