

**AGREEMENT AND WAIVER/RELEASE FROM LIABILITY**

**WAIVER AND RELEASE:** In return for being permitted to participate in the “Event”, you agree (for yourself, any minors for whom you are signing, and spouses, heirs, and others) not to sue, and you forever release and waive your rights against, the “Released Persons” from any and all liability for any and all losses and damages, and from any and all claims, suits, demands, actions or rights of actions of any kind, arising from travel to or from the Event, participation in and/or presence at the Event and involving personal injury (including death), property damage and economic losses, even if the injuries or damages are caused by any Released Persons or anyone else at the Event. Your waiver and release includes anyone or any entity claiming by, through or under you, by subrogation or otherwise, it being your intent to fully waive and release all subrogation rights. You assume full responsibility for the risk of bodily injury, death, property damage or other losses due to the negligence of the Released Persons or any other third party or thing while at the Event. You agree to indemnify, defend and hold the Released Persons harmless for all actions or omissions by the Released Persons.

**EVENT AND DATE:** Giants Draft Party – April 25, 2019

**SPONSOR OF THE EVENT:** None

**RELEASED PERSONS ARE:** the National Football League (“NFL”), its member professional teams and clubs including but not limited to the New York Football Giants, Inc. (“New York Giants”), New York Jets LLC (“New York Jets”), NFL Properties, LLC, NFL Ventures, L.P., and the owners and operators of the facilities in which the Event is being held, including without limitation Giants Training Facility LLC, New Meadowlands Stadium Company LLC, Quest Diagnostics Training Center, Giants Stadium, LLC, the New Jersey Sports and Exposition Authority, Metropolitan Life Insurance Company, Jets Stadium Development, LLC, Verizon Corporate Services Group Inc., Pepsi-Cola Advertising and Marketing Inc., EMC Corporation, SAP Global Marketing Inc., Anheuser-Busch LLC, Greater New York Toyota Dealers Association, Konica Minolta Business Solutions U.S.A., Inc., Dunkin’ Brands Inc., Jowdy Photography Inc., Field General Event Planning LLC, Jazzana & Co., Game Away LLC, Ideal Mobil Gaming LLC, Prime Time Gaming LLC, ESP Productions, Inc. and their subsidiaries, affiliates, divisions, and their officers, agents, board members, employees, staff, sponsors, promoters, vendors, agents, legal representatives, administrators, assigns, heirs, executors, those for whom the New York Giants and New York Jets are acting and those acting with the New York Giants’ and/or the New York Jets authority and permission, and owners and lessees of the premises

**MARKETING AND PROMOTION RIGHTS:** You grant the absolute right and permission to make, reproduce, broadcast or otherwise use your name and likeness, any photograph, films, videos, recordings, or other depictions or images in whatever form or media of you (or the minor for whom you are signing) in connection with Event throughout the world and in any and all advertising and promotion materials, in any manner or media whatsoever. You have no right of approval or compensation.

**PARENT OR GUARDIAN’S FOR MINOR:** If you are signing for a minor, you agree to discuss this Waiver and Release with the minor, and you agree that the minor’s attendance at or participation in the Event is your choice. You further release and waive any derivative claims that relate to or arise out of your child’s attendance at or participation in the Event. You also give permission to use your child’s name and likeness for any promotional use.

**MISCELLANEOUS:** You agree that this Agreement shall be governed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement and Release will be resolved exclusively in a court located in the State of New Jersey (and each party hereto waives any right to object to venue). If any portion of this Agreement and Release, or application thereof to any person or circumstance, is held invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the parties.

**YOU HAVE CAREFULLY READ THIS AGREEMENT AND YOU UNDERSTAND ALL OF ITS TERMS. YOU ARE SIGNING VOLUNTARILY. BY SIGNING YOU GIVE UP MANY LEGAL RIGHTS THAT MAY OTHERWISE BE AVAILABLE.**

_____	_____	_____
Signature	(Address)	(Email)
_____	_____	_____
Print Name	(Telephone)	Minor’s Name (if applicable)