

**Adult Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement
(the “Agreement”)**

My name is _____ and I represent that I am at least eighteen years of age. In consideration
(Name of adult)
of New England Sports Enterprises LLC d/b/a Fenway Sports Management (“FSM”) and the Boston Red Sox Baseball Club Limited Partnership (the “Red Sox”) allowing me to participate in skating activities and/or activities relating to the game of ice hockey on an outdoor ice rink at Fenway Park and/or sledding, snow tubing, and/or other activities on an outdoor snow ramp at Fenway Park (all such activities, the “Activities”), I am agreeing to the terms of this Agreement, including the general waiver and release of liability described below.

I fully understand that there are risks relating to my participation in or observation of the Activities including the risk of serious bodily injuries and property damage, which injuries and damage could arise out of my own actions or inactions, those of others participating in the activities, the weather or other conditions in which the Activities takes place, my health conditions, the structure or maintenance of the ice rink and the snow ramp, equipment used in connection with the Activities, or the negligence of the Released Parties named below. I also fully understand that all risks are not apparent, knowable or foreseeable. I hereby knowingly and voluntarily assume all risks relating to the Activities, including the risks of serious bodily injuries such as permanent disability, paralysis or death, and agree to be responsible for any and all injuries, damages, costs, expenses and other losses that could arise at any time as a direct or indirect result of my participation in or observation of the Activities. I acknowledge that neither FSM nor the Red Sox will be responsible for supervising me or any other individuals participating in the Activities. It will be my responsibility to discontinue participation in the Activities if I believe that any circumstances relating to the Activities are unsafe or that my participation in or observation of the Activities will result in harm to me.

I promise and agree that I will not file a suit, pursue any claim, or seek to hold FSM, the Red Sox, L.L.Bean, Inc., the other MLB Entities (defined below) and each of their respective owners, affiliates, stockholders, partners and advertising or promotional sponsors, and each of their officers, employees, representatives, volunteers and agents or any one of them (collectively, the “Released Parties”) liable or responsible for any costs, damages or losses of any kind in the event I am injured or my property is damaged in connection with the Activities, whether or not the damage or injury is due in whole or in part to the negligence of any of the Released Parties. I also agree that if anyone makes a claim on my behalf against any of the Released Parties, I will indemnify, defend and hold the Released Parties harmless from and against any and all such claims at my own cost. "MLB Entities" shall mean MLB Advanced Media, L.P., the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs (“Clubs”), Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities. If I breach my obligations under this Agreement, I will be responsible for reimbursing the Released Parties for all costs incurred by the Released Parties to defend itself against any and all claims that result from such breach.

I consent to FSM and the Red Sox using and authorizing others to use my name and/or photograph or other likeness for promotional and advertising purposes without compensation to me or my heirs.

I have read this AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF THE ACTIVITIES. I am signing this Agreement and agreeing to its terms freely and without any inducement of any nature. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and effect.

Printed Name of Adult

Date

Signature of Adult