

# Merck Co-Ed Soccer League

## RELEASE, WAIVER AND INDEMNITY AGREEMENT

I \_\_\_\_\_, in CONSIDERATION of being permitted to be a member of and/or participate in the activities of Soccer (the "Club"), on behalf of myself, my personal representatives, heirs and assigns do HEREBY:

1. REPRESENT that I understand the physical requirements of participating in activities of the Club and that I am qualified and in the proper physical condition to participate in such activities;
2. AGREE to at all times abide by all the policies of Merck & Co., Inc., the Club, any and all rules governing the activity or sport that the Club is involved in, and any and all rulings of officials, referees or other such persons, if applicable;
3. UNDERSTAND that (a) there are risks and dangers of serious bodily injury and even death associated with Soccer; (b) that these risks and dangers might occur by my own action or inaction, by the action or inaction of another, by natural conditions or by the negligent or intentional actions of others; and (c) that other risks and/or social or economic loss, some of which may not be readily foreseeable at this time and for all of these risks and dangers whatever their cause may be I ACCEPT AND ASSUME ALL RISKS AND RESPONSIBILITY FOR LOSS, COST, DAMAGE OR OTHER CASUALTY incurred as a result of my participation in activities of the Club;
4. RELEASE, DISCHARGE AND AGREE NOT TO SUE Merck & Co, Inc., the Club, their respective administrators, directors, officers, agents or employees, other participants, event sponsors, if applicable, and volunteers (the "Releasees") from any and all liability, claim, demand, loss, or damage on my account caused or alleged to be caused by the conduct or omission, including negligent rescue operations, of the Releasees and each and any of them during any Club activity;
5. INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees and each and any of them on account of any and all costs and expenses, including litigation expenses, attorney fees, losses, damages or other costs incurred as a result of pursuit of a claim, by me or on my behalf, released pursuant to paragraph 4 above.

***I HAVE READ THIS AGREEMENT FULLY AND UNDERSTAND ITS TERMS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL RIGHTS. I ACKNOWLEDGE THAT I HAVE SIGNED THIS AGREEMENT OF MY OWN FREE WILL AND WITHOUT COERCION OF ANY KIND. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWABLE BY LAW AND DESIRE THAT SHOULD ANY PORTION OF THIS AGREEMENT BY HELD INVALID THAT THE REMAINDER CONTINUES IN FULL FORCE AND EFFECT.***

Signature: \_\_\_\_\_

Team Name: \_\_\_\_\_

Date: \_\_\_\_\_