

Spectator Photography and Videography Indemnification Agreement

This Agreement shall be effective as of the date of execution by and between Massachusetts Youth Soccer Association ("Mass Youth Soccer") of 512 Old Union Turnpike, Lancaster, Massachusetts 01523, and the undersigned ("Spectator").

WHEREAS, Mass Youth Soccer is the owner of the Mass Youth Soccer Fields at Progin Park located at 512 Old Union Turnpike, Lancaster, Massachusetts 01523 (the "Complex"), where sporting events take place from time to time ("Events"); and

WHEREAS, Spectator plans to use filming and photography equipment at the Complex during such sporting Events.

NOW, THEREFORE, it is agreed that:

PURPOSE. Mass Youth Soccer agrees to permit Spectator space to conduct filming and photography activities at the Complex during such Events. Spectator use of the Complex is limited to the space selected by Mass Youth Soccer. Spectator hereby accepts the following listed conditions and limitations.

Spectator agrees to operate all equipment according to the manufacturer's instructions and recommendations for safe operation, including but not limited to proper weighting of camera extension equipment and maintaining direct control of such equipment at all times. Equipment includes but is not limited to SLR cameras, video cameras, phone cameras, recording devices, tripods, monopods, camera extension equipment, cables and wires, iPads, and other photography and videography equipment.

Use of unmanned aerial vehicles, aka drones, is strictly prohibited.

INSTALLATION AND TEAR DOWN. Spectator shall set up and break-down equipment no more than 30 minutes prior or 30 minutes following scheduled Event times and dates.

PROHIBITED ACTIVITIES The following activities shall be prohibited at any time and at any location on the Mass Youth complex by any agent, servant and employee of Spectator:

1. Unsafe, careless, or negligent behavior;
2. Any activity that may reasonably be expected to cause or which will or may foreseeably injure or harm any person or persons or which will deface or cause damage to Mass Youth's property or the property of others;
3. The possession, sale or use of any alcoholic beverages of any kind and/or any unlawful drugs or substances;
4. Use of any tobacco or vaping products;
5. The presence of any pet of any sort other than documented service animals.
6. The possession of any firearm whether licensed or not.
7. The use of any public address system, amplifier and/or megaphone.
8. The use of any generator, cooking appliance or barbecue grill.

9. Any activity which may reasonably be expected to produce any unusual, noxious or objectionable smoke, gas, vapor, odor or noise;
10. The marking of lines on any field surface with paint, tape or any other substance or material.

ADDITIONAL PROHIBITED ACTIVITIES ON SYNTHETIC FIELDS

1. The use of chewing gum;
2. The consumption of sunflower seeds or shelled nuts;
3. The consumption of any food or drink other than water;
4. The use or possession of glass containers of any kind;
5. The use or erection of any structure or object in a manner that will or may foreseeably cause the penetration of the synthetic surface; and

OBLIGATIONS OF SPECTATOR

1. Spectator shall comply with all federal, state and local laws, codes, by-laws and ordinances.
2. Spectator shall supervise and manage its Spectator activities so as to minimize the likelihood of injury to participants, spectators, volunteers and employees.

PAYMENT. Spectator is provided with the Space in the Complex in exchange for \$0 paid upon signing this Agreement. Space locations will be assigned by Mass Youth Soccer and provided to Spectator at the Event.

APPEARANCE. Spectator is responsible for cleaning and maintaining the Space provided in an organized and neat manner. This responsibility includes Spectator responsibility to remove bulk trash. Should Spectator fail to keep the Space in an orderly manner will result in additional removal fees.

INDEMNIFICATION Spectator hereby agrees to indemnify, defend, hold harmless, release and forever discharge Mass Youth, its officers, directors, agents, employees, and volunteers, from and against any and all claims, demands, actions, causes of action, judgments, suits and debts whatsoever including, but not limited to, claims for property damage, personal injury and death, which are related in any manner whatsoever to any of its activities on the Fields and/or anywhere in and around the Mass Youth complex. Said indemnification shall include reasonable costs and legal fees incurred by Mass Youth in defense of any such claims, demands, actions, causes of action, judgments, suits and debts.

Spectator further agrees to immediately reimburse Mass Youth for the costs of restoring, repairing or replacing any damage to Mass Youth's synthetic fields, grounds, buildings, equipment, and any other property arising from **Spectator** activities including, but not at all limited to the removal of any litter or printed marketing materials.

WAIVER Spectator hereby waives and releases any and all claims, suits, demands, actions, or liabilities of any kind which may at any time arise against Mass Youths, its directors, officers, agents, volunteers and employees related to, or arising from, the use, possession, occupancy,

or conduct of operations while using the premises, excepting only claims, suits, demands, actions, or liabilities arising out of the gross negligence or willful misconduct of the Mass Youth, its directors, officers, agents, volunteers and employees.

Any failure on the part of Mass Youth to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition and Mass Youth shall retain its rights to enforce such term or condition thereafter.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

1. The failure to make a required payment when due.
2. The insolvency or bankruptcy of either party.
3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
4. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 business days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the

event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Massachusetts.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed on behalf of Mass Youth Soccer by Robert Holliday, Director of Marketing and by Spectator and shall be effective as of the latest date written below.

Massachusetts Youth Soccer:

Robert Holliday
Director of Marketing

Date:_____

Spectator:

Print Name, Address, Cell Phone Number and email address below

Signature_____

Date:_____