



SUPER BOWL XLIX TRIP AGREEMENT

Trip Reservation # _____

The New England Patriots LLC (the "Patriots") organization has acted as a facilitator to put together a trip to Super Bowl XLIX to be held on February 1, 2015 in Glendale, Arizona (the "Trip"). However, I understand and agree that all of the Trip components, such as air travel, ground transportation, hotel, hospitality events, and stadium matters, such as maintenance and security, are being provided by companies not affiliated with the Patriots. This Trip Agreement indicates my agreement that neither the Patriots nor any of its affiliated persons or entities is responsible for the acts, omissions, or negligence of those companies. I further understand and agree that certain components of the Trip may change without notice. Travel packages are non-refundable and non-transferable. When making payment, I acknowledge and agree that all monies paid are non-refundable and I will not be entitled to a refund of any portion of such monies in the event that any event or element described in the trip package is cancelled, postponed, delayed or rescheduled due to weather, an act of God, state of war, terrorism or any other condition beyond the Patriots' reasonable control. The Patriots shall be fully excused for any delay or inability to perform due to the occurrence of any such events.

Accordingly, I (and my parent or guardian on my behalf, if applicable), hereby release and forever discharge the Released Parties (as defined below) from any and all liabilities and claims of any kind (including without limitation, claims relating to personal injury, property damage, death, and/or monetary claims), which I may now or in the future have and which anyone else may now or in the future have relating to me, whether known or unknown, arising in connection with the Trip. The term "Released Parties" means: New England Patriots LLC, NPS LLC, and each of their respective owners, affiliates, officers, directors, independent contractors, employees, and agents. The foregoing release is binding even if the risks and liabilities being released arise out of the negligence or carelessness of one or more of the Released Parties and even though the number and magnitude of the liabilities and claims released may not currently be fully known. I (and my parent or guardian on my behalf, if applicable) **assume the risk** of taking the Trip. I (and my parent or guardian on my behalf, if applicable) hereby agree to defend, indemnify, and hold harmless the Released Parties from and against any and all demands, claims, disputes, actions, causes of action, losses, damages, penalties, recoveries, judgments or executions, costs, and expenses (including attorney's fees), of any and every kind, arising from or in connection with my involvement in the Trip, including without limitation, Tickets (as hereinafter defined).

I (and my parent or guardian on my behalf, if applicable) hereby acknowledge and agree that (i) all amounts paid for the Trip are non-refundable, (ii) tickets provided to me as part of the Trip, including without limitation tickets to Super Bowl XLIX (all such tickets being referred to herein as the "Tickets"), will not be replaced if they are lost, stolen or misplaced, and (iii) under no circumstances shall I, or anyone acting on my behalf, resell, or attempt to resell, transfer, or otherwise distribute the Tickets in any manner whatsoever, whether by online means, in person, or otherwise, and whether for commercial, promotional, or any other purpose.

I (and my parent or guardian on my behalf, if applicable) hereby acknowledge and agree that (i) photographs, videos, and other images may be taken of me during the Trip, (ii) all rights to such photographs, videos, and other images shall be assigned to the Released Parties and/or their designees, and (iii) that my image and likeness may be used, without compensation to me, by the Released Parties and/or their designees in connection with purposes authorized by the Released Parties.

I hereby confirm that I am at least eighteen (18) years of age, or that this Trip Agreement is being countersigned by my parent or legal guardian on my behalf. **I understand that this is a complete RELEASE and DISCHARGE of all claims and rights I may have against the Released Parties, and I agree that no action will be taken by, or on behalf of, me with respect to any such claims or rights. I understand and agree that this Trip Agreement shall be binding upon my heirs, representatives, executors, and administrators. This Trip Agreement shall take effect as an agreement under seal and shall be governed by Massachusetts law. If any part of this Trip Agreement is deemed unenforceable for any reason, the rest shall remain in full force and effect.**

Signature: _____

Print Name: _____

Address: _____

Date: _____

Age as of date hereof: _____ (NOTE: If person signing above is under 18, signature of parent or guardian is required. A guardian must be appointed or approved by a court. A chaperone or adult friend is not a legal guardian).

If under 18, Signature of Parent or Guardian (circle one): _____

Print Name and Address of Parent/Guardian: _____