

DONATION AND RELEASE AGREEMENT

THIS DONATION AND RELEASE AGREEMENT is entered into as of _____ (this "Release Agreement"), by and between Good Sports, Inc., a non-profit corporation (under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended) organized under the laws of the Commonwealth of Massachusetts (the "Good Sports"), and _____ (the "Releasing Party").

WHEREAS, the Releasing Party has requested that Good Sports make available to it, and Good Sports has agreed to make available to the Releasing Party, the Equipment (as defined below);

WHEREAS, the Equipment was donated to Good Sports outside the ordinary stream of commerce for charitable purposes and/or purchased by Good Sports specifically for the benefit of the Releasing Party, and Releasing Party and its beneficiaries will derive significant benefit from the Equipment; and

WHEREAS, the parties wish to memorialize the terms of the Equipment donation as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Good Sports and the Releasing Party agree:

1. Equipment; Condition of Equipment

Upon execution of this Release Agreement, Good Sports will provide (the "Donation") the equipment to listed on the Invoice hereto (the "Equipment") to the Releasing Party without cost to the Releasing Party (not including any fees for any administrative services provided by Good Sports, as applicable) as consideration for the execution of this Release Agreement. The Releasing Party acknowledges and agrees that it is taking the Equipment on an "as is" basis, with no representations, express or implied, as to the merchantability, fitness for a particular purpose or otherwise regarding the condition of the Equipment, and accordingly, Good Sports shall have no liability whatsoever to the Releasing Party or any other party in respect of the Equipment, the Donation or any related transaction between Good Sports and Releasing Party.

2. Release by the Releasing Party

For and in consideration of Good Sports making the Donation, the Releasing Party and his, her or its successors, assigns, heirs and beneficiaries hereby fully and finally release, acquit and forever discharge Good Sports and each of its present, former and future officers, directors, shareholders, representatives, employees, partners (including program partners and their affiliates), principals, agents, affiliates, subsidiaries, predecessors, successors, assigns, beneficiaries, heirs, executors, insurers and attorneys (collectively, the "Released Parties") from any and all actions, debts, claims, counterclaims, demands, liabilities, damages, causes of action, costs, expenses, and compensation of every kind and nature whatsoever, past, present, or future, in law or in equity, whether known or unknown, which the Releasing Party had, has, or may

have had from the beginning of the world to the date of this Release Agreement against the Released Parties, or any of them, including but not limited to, any claims which relate to or arise out of the Donation and/or the use or disposition of the Equipment by the Releasing Party (“Claims”).

The Releasing Party hereby represents to the Released Parties that (i) it has not assigned any Claim or possible Claim against any Released Party, (ii) it fully intends to release, and by executing this Release Agreement it is releasing, all Claims against the Released Parties including, without limitation, unknown and contingent Claims, and (iii) it has been advised by and has had the opportunity to consult with counsel with respect to the execution and delivery of this Release Agreement and the consequences hereof.

3. Covenant Not to Sue

The Releasing Party and its successors, assigns, heirs and beneficiaries further agree not to institute any litigation, lawsuit, claim or action against any Released Party which arises from, or is alleged to arise from, or relates to, or is based on, or is in any way connected with, in whole or in part, the Donation or the Releasing Party’s use or disposition of the Equipment.

4. Indemnification

The Releasing Party and its successors, assigns, heirs and beneficiaries agree to indemnify and hold harmless each Released Party with respect to any claims asserted against such Released Party based upon or in connection with:

- (a) any breach of any representation made by the Released Party in this Release Agreement
- (b) claims for injury (including) death resulting from or in connection with the use of the Equipment and arising after the date hereof;
- (c) claims for damage, direct or indirect, resulting from or in connection with, the Equipment and arising after the date hereof; or
- (d) any other claims in connection with the Equipment arising after the date hereof.

5. Acknowledgment

The Releasing Party hereby represents and warrants that it has had adequate opportunity to review this Release Agreement and has adequate information regarding the terms of this Release Agreement, the scope and effect of the releases set forth herein, and all other matters encompassed by this Release Agreement to make an informed and knowledgeable decision with regard to entering into this Release Agreement, and that it has independently and without reliance upon the Released Parties made its own analysis and decision to enter into this Release Agreement. THE RELEASING PARTY HEREBY ACKNOWLEDGES AND AFFIRMS

THAT THE RELEASED PARTIES, AND EACH OF THEM, DO NOT HAVE ANY OWNERSHIP INTEREST IN, AND HAVE NOT MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, THE EQUIPMENT AND HAVE NO DUTY OR OBLIGATION TO THE RELEASING PARTY, WHETHER EXPRESS OR IMPLIED, OF ANY KIND OR CHARACTER. THE RELEASING PARTY HEREBY ACKNOWLEDGES THAT GOOD SPORTS HAS DISCLAIMED ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.

6. Interpretation

This Agreement shall not be construed against the drafter hereof.

7. Sufficiency of Consideration

The parties acknowledge that the Donation by Good Sports provides good and sufficient consideration for every promise, duty, release and obligation of the Releasing Party contained in this Release Agreement.

8. Multiple Counterparts

This Release Agreement may be executed in a number of identical counterparts, all of which shall constitute one agreement.

9. Entire Agreement

This Release Agreement contains all of the representations and warranties, express and implied, oral and written, and covenants between the parties hereto, and the entire understanding and agreement between and among the parties with respect to the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party with respect to the subject matter of this Release Agreement. All prior and contemporaneous conversations, negotiations, proposed agreements and agreements, or representations, covenants and warranties with respect to the subject matter hereof are merged herein, waived, superseded and replaced in total by this Release Agreement. This is an integrated agreement and it may not be altered and modified except by a writing signed by both parties in interest at the time of the authorization and modification. Each Released Party is an intended beneficiary of this Release Agreement, entitled to enforcement rights hereunder as if such person was a party hereto.

10. Governing Law

This Release Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to conflict of laws principles thereof.

[End of text]

IN WITNESS WHEREOF, the parties have caused this Release Agreement to be executed as of the date first above written.

RELEASING PARTY:

GOOD SPORTS, INC.:

Good Sports Donation Restrictions

By signing and returning this release form, your organization acknowledges having reviewed the list of equipment being offered, and agrees that all equipment, apparel, and/or footwear being provided to you is solely for the benefit and growth of your youth sports and fitness program, and that it is not to be used for any other purpose including, but not limited to:

No items in your donation may be resold in any way after receipt – including, but not limited to, at fundraisers, flea markets, yard sales, or online

Items are donated and are therefore ineligible to be returned or exchanged at any store

No items in your donation may be bartered, traded or transferred in exchange for money, property, or services

Donated items cannot be used as prizes in any fundraising ventures, including, but not limited to, live auctions, silent auctions, raffles, or any other giveaways

Donated equipment cannot be given to your board of directors, officers, directors, employees, volunteers, or any other persons associated with your program for personal use, reimbursement, or as a thank you for their service

Your program cannot recommend or require a cash 'donation' in direct or indirect exchange for product donations

All equipment must stay with your organization and cannot be given to youth to keep. Exceptions include footwear and items that are of a personal nature (e.g. mouthguard).

Donated items cannot be distributed to youth outside the United States or Canada

Good Sports routinely conducts follow up by means of evaluation requests, photo requests, and/or site visits to see how donations are being utilized. If in this process we find that these restrictions have not been followed, your organization will no longer be eligible to receive donations in the future.

Signature:

Date: