

DONATION AND RELEASE AGREEMENT

THIS DONATION AND RELEASE AGREEMENT is entered into as of this ___ day of _____, 2009, 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 _____, a _____ (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;

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

1. Equipment; Condition of Equipment

Upon execution of this Release Agreement, Good Sports will provide the equipment to listed on Exhibit A hereto (the “Equipment”) to the Releasing Party without cost 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.

2. Release by the Releasing Party

For and in consideration of Good Sports making the Equipment available to the Releasing Party without charge, 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 Agreement against the Released Parties, or any of them, including but not limited to, any claims which relate to or arise out the use or disposition of the Equipment by the Releasing Party.

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 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 making available of the Equipment by Good Sports provides good and sufficient consideration for every promise, duty, release and obligation of the Releasing Party contained in this 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, 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.

10. Governing Law

This 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 Donation and Release Agreement to be executed as of the date first above written.

RELEASING PARTY:

[]

GOOD SPORTS, INC. :

By: _____

Name:

Title:

Exhibit A