



Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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www.wnewbury.org

Release of Claims, Indemnity and Hold Harmless Agreement

*****Please read this section thoroughly before completing and signing*****

I, _____, acknowledge that participation in this volunteer activity may involve risk of injury or death. I hereby waive and release all rights and claims against the Town of West Newbury, its officers, employees, agents, volunteers and supervisors ("Releasees") from all losses, injury, damages, fees and other expenses that may arise, directly or indirectly, from participation in the volunteer activity. I hereby further covenant for myself, my personal representative, heirs and assigns, not to sue the Releasees, on account of any such claim, action, demand or liability. I further acknowledge that my acts are voluntary and may expose me or my property to injury, damage or risks. I therefore am deciding to participate assuming all risk of injury (or death) to my person or damage to my property arising from said activities and assume and agree to pay all damages and costs that occur as a result of my acts. I am fully aware that by signing this document I am releasing the Releasees from any and all liability.

I further agree to indemnify, reimburse, defend and hold harmless the Releasees against any and all legal claims and proceedings of any description that may be asserted, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries (or death) to myself or others, and/or property damage resulting from said volunteer activity.

I am fully aware that by signing this document I am releasing the Releasees from any and all liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the Releasees from all liability and to defend and indemnify the Releasees for liability relating to any accident, property damage, injuries and/or death that may occur as a result of said volunteer activity.

This document shall be governed by and construed under the Laws of the Commonwealth of Massachusetts.

Name (Print)

Signature

Date

For persons under the age of 18, signature of Parent or Guardian:

Name (Print)

Signature

Date