

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Participant’s Name: _____ Participant’s Date of Birth: ____ / ____ / ____

Parent/Legal Guardian _____ Address: _____

City/State/Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

In consideration of being permitted to participate in the _____, (hereinafter “Program”) I, the undersigned, on behalf of the participant listed above (hereinafter “Participant”), and for myself, my heirs, personal and/or legal representatives, next of kin, and assigns (hereinafter collectively referred to as “I” or “ME”), hereby:

1. RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the City of Marlborough, its agents, servants, employees, officials, volunteers, contractors, representatives (hereinafter the “City”) from any and all liability, claims, demands, actions, suits, loss and causes of action whatsoever arising out of or related to any loss, damage, or injury, including, but not limited to, death, illness, injury and/or disease, and including any death, illness, injury and/or disease in any way related to or arising out of the novel coronavirus (COVID-19), that may be sustained by the Participant and/or arising out of or related to the Participant’s participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory.
2. INDEMNIFY, SAVE and HOLD HARMLESS the City from any and all liability, claims, demands, actions, suits, loss, and causes of action and any cost it may incur, including court costs and attorneys’ fees, arising out of or related to the Participant’s participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory.
3. ACKNOWLEDGE that the Participant’s participation in the Program may be dangerous and may involve the risk of serious injury and/or illness, including COVID-19, and/or death and CONSENT to the Participant’s voluntary participation and ASSUME full responsibility for any risk of loss, death, illness, injury and/or disease which I and/or the Participant may sustain arising out of or related to the Program whether known or unknown and whether caused by the negligence of the City or otherwise.
4. AGREE that this Release and Waiver of Liability and Indemnity Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and that, in the event any portion of this document is deemed unlawful or unenforceable, said portion shall be severable and the balance of the terms shall continue in full legal force and effect.
5. AGREE that I, the undersigned, am the parent or legal guardian of the Participant. I hereby execute this Release and Waiver of Liability and Indemnity Agreement on the Participant’s behalf. I understand that by executing this agreement on behalf of the Participant, I am binding the Participant and ME to the terms of this Release and Waiver of Liability and Indemnity Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHTS AND THE RIGHTS OF THE PARTICIPANT BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent/Legal Guardian Signature

Date

Parent/Legal Guardian Printed Name

Participant Printed Name