

TOWN OF MENDON
MENDON, MA 01747

TOWN CLEAN UP

Participant Agreement, Release of Liability and Waiver of Claims

This is a legally binding document. Please read and understand its terms before signing.

Whereas,

I have willingly decided to participate in the Town Clean Up activity located at The Town of Mendon MA, and,

I will complete any required training and adhere to all rules, regulations, and directives of the Town and in doing so,

I hereby agree that in consideration of my use of the services and facilities of Town of Mendon, I shall release from liability, not sue, indemnify, and hold harmless the all Town of Mendon employees, officers, and elected officials and Town of Mendon staff, officers, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate .

Knowledge of Risks. I acknowledge that the activities involved with the Town Clean Up (hereinafter, the "Activities") entail certain known and unknown inherent risks that could result in property damage, physical or emotional injury, paralysis, death, or damage or injury to myself or third parties. I understand that such risks simply cannot be eliminated without altering the essential qualities of the Activities. These risks include, but are not limited to: the hazards of walking on uneven terrain or objects, tripping, slipping and falling, being struck by natural or manmade objects, equipment malfunction and/or failure, collisions with natural or manmade objects, collisions with other participants or venue employees, exposure to extreme weather conditions, encountering risks existing within a natural forest environment; including rocks, trees, stumps, pinecones, pine needles, branches and sticks, falling from heights, exposure to insect or animal bites, my own physical condition and limitations and my own failure to follow instructions related to participating in the Activities.

Acceptance and Assumption of Risks. I expressly agree and promise to accept and assume all of the risks existing in the Activities, whether known or unknown by me. My participation in the Activities is purely voluntary and I elect to participate in spite of the risks.

Release of Liability/Agreement Not to Sue/Indemnification. To the fullest extent allowed by law, I hereby voluntarily release, forever discharge, agree not to sue and agree to indemnify and hold harmless Town of Mendon from any and all claims, demands, or causes of action, which are in any way connected with my participation in the Activities or my use of Town of Mendon equipment and grounds

and facilities, including but not limited to any such Claims which allege negligent acts or omissions of Town of Mendon. Should Town of Mendon or anyone acting on their behalf be required to incur liability including attorney's fees and costs to enforce this Agreement as a result of my participation in the Activities, I agree to indemnify and hold Town of Mendon harmless for all such fees and costs. In consideration of the mutual covenants of the Parties to each other, and as additional consideration therefor, I (as an individual, including my heirs, assigns, personal representatives, executors and administrators release, acquit and forever discharge the Town, and all officers, employees, elected officials, or contractors of same from any and all actions, causes of action, claims or demands for damages or any other thing arising out of or in any way related to the participation in this activity.

Rules. I agree to abide by all rules and regulations set by Town related to the Activities. I further agree to participate in the Activities in a responsible manner and not in a manner as to endanger myself or others.

Individual Health Insurance. I certify that I have adequate health insurance to cover any injury or damage I may cause or suffer while participating, in the Activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

Venue/Governing Law/Severability. I agree that any dispute arising from this Agreement shall be filed in the State of Massachusetts and Massachusetts law shall govern. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

This Agreement constitutes the entire understanding among the parties hereto with respect to the subject matter hereof and supercedes all prior undertakings among the parties. No change, modification or waiver of any provision or condition of this Agreement shall be binding upon the parties unless such change or modification shall be in a writing signed by the parties hereto.

I have read and understood this document and I agree to be bound by its terms.

Participant's Signature: _____

Print Name: _____

Address: _____

Phone: _____

Date: _____

If Participant is under 18 years of age, the Participant's parent or legal guardian must enter into this Agreement on Participant's behalf by signing below.

In consideration of (print Minor's name(s))

(hereinafter, "Minor(s)") being permitted by Town to participate in the Activities and to use its equipment and facilities, I agree to release from liability, indemnify and hold harmless Town from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I represent that I have a legal right to enter into this Agreement on behalf of the Minor.

Parent's/Guardian's Signature: _____

Print Name: _____

Address: _____

Phone: _____

Date: _____