

Town of Templeton
P O Box 250, 690 Patriots Road
Templeton, MA 01468

TEMPLETON RECREATION PLAYGROUND PROGRAM

WAIVER AND RELEASE OF LIABILITY/ASSUMPTION OF ALL RISKS

I acknowledge that I have voluntarily applied to participate in the Town of Templeton Recreation Playground Program (the "Program") with knowledge that participation in the Program may expose me, minors under the age of 21 participating pursuant to my permission, or my property to the risks resulting from the use of tools and equipment by myself and other Program volunteers, as well as the Town of Templeton, Town sponsors, employees, agents, members, staff and other individuals assisting in promoting and/or conducting the Program. I fully understand, acknowledge and recognize that such risks and activity may be beyond the accepted safety and health standards of my life at home or work, yet they will contribute to my enjoyment and are a reason for my voluntary participation.

I agree to be responsible for my own welfare, and accept any and all risks of delay, unanticipated events, illness, injury, emotional trauma or death of myself, and/or any and all minors participating pursuant to my permission.

RELEASE

I, _____, in consideration of the opportunity to participate in the Program, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Templeton, Town sponsors, employees, agents, members, staff, volunteers and other individuals assisting in promoting and /or conducting the Program (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries which I may have as the result of my participation in the Program, and all activities related thereto.

I further agree this release shall be legally binding upon myself, all minors under the age of 21 participating pursuant to my permission, my heirs, successors, assigns, and legal representatives; it being my intention to fully assume all risk of participation in the program and to release any and all the aforementioned parties from any and all liabilities to the maximum extent permitted by law. I also promise to INDEMNIFY, REIMBURSE, DEFEND, AND HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including claims for damages, costs and attorneys' fees, arising from personal injuries to or caused by myself or property damage resulting from my participation in the project.

I hereby further covenant for myself, my successors and assigns not to sue the said Releasees on account of any such claim, demand or liability.

I understand that my participation in the Program is contingent upon acceptance by the Town of Templeton.

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.

KNOWING AND VOLUNTARY EXECUTION

I have carefully read and fully understand the contents and legal ramifications of this Agreement. I understand this is a legally binding and enforceable contract. I am fully aware that by signing this document I am releasing the above-mentioned parties from liability that may arise as a result of intentional or negligent acts of the Releasees and it is my intent to release the Releasees from liability relating to any accident, injuries, including but not limited to physical, mental or emotional injury, as well as property damage, or death that may occur while participating in the Templeton Recreation Playground Program. I sign this WAIVER AND RELEASE OF LIABILITY/ASSUMPTION OF ALL RISKS of my own free will. If I had any questions or issues about this document, I have asked those questions and I have been provided with complete information, which was fully responsive and to my satisfaction. I have had an opportunity to consult an attorney prior to signing this consent.

Executed this _____ day of _____.

SIGNATURE OF APPLICANT _____

SIGNATURE OF PARENT _____

(Parent or guardian must sign if applicant is under 18 years of age)