



**TOWN OF LUDLOW
488 CHAPIN STREET
LUDLOW, MA 01056**

Phone: 413-583-8856

Fax: 413 583-8856

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in and/or volunteer for activities ("Activity") for the Town of Ludlow ("Town"), I for myself, my personal representatives, assigns, heirs, and next of kin ("Participant"):

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Town, its respective officers, agencies, boards, commissions, administrator, directors, agents, members, volunteers, employees, other participants, sponsors, advertisers, and any owners, lessors of any premises on which the Activities take place from all liability, claims, demands, losses, or damages on my account caused in whole or in part by the negligence of the Town or otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim I will indemnify, save and hold harmless each of the parties claimed against from any litigation expenses, attorney fees, loss, liability, damage, or cost which anyone may incur as the result of such claim.

The Town disclaims liability for loss or damage to personal property or personal injury, and the Participant individually and on behalf of each member of his/her group agrees to release and hold harmless the Town, its officials and employees and not to sue any of the same for any such liability or loss.

The Participant agrees to abide by all of the policies of the Town and laws of the Commonwealth.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowable by law and agree that if any portion of the agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Name of Participant: _____ Date: _____
Address: _____
Phone: _____ Participant's Signature: _____

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED AND CAPABLE OF PARTICIPATING IN SUCH ACTIVITIES. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE TOWN OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE THIS IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF, MAKES A CLAIM, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE PARTIES CLAIMED AGAINST FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANYONE MAY INCUR AS THE RESULT OF SUCH CLAIM.

Name of Parent/Guardian: _____ Date: _____
Address: _____
Phone: _____ Parent/Guardian: _____