

TOWN OF KINGSTON
PO BOX 716
KINGSTON NH 03848

-PARTICIPANT-
GENERAL RELEASE AND INDEMNIFICATION AGREEMENT

I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT; PARTICIPANT (AND PARENT(S)/LEGAL GUARDIAN(S), IF APPLICABLE) MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following activities:

I hereby acknowledge, represent, and agree as follows:

- A. I understand that the above-described activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:
(Participant [and parent/legal guardian, if applicable] initials here) _____
- B. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby expressly assume all such risks of injury, loss, or damage to me or to any related third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of Town of Kingston, its officers, its employees, or by any other cause.
(Participant [and parent/legal guardian, if applicable] initials here) _____
- C. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I further hereby exempt, release, and discharge Town of Kingston, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of Town of Kingston, its officers, its employees, or by any other cause.
(Participant [and parent/legal guardian, if applicable] initials here) _____
- D. I further agree to defend, indemnify and hold harmless Town of Kingston, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town of Kingston, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of Town of Kingston, its officers, its employees, or by any other cause.
(Participant [and parent/legal guardian, if applicable] initials here) _____

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- PARTICIPANT -
GENERAL RELEASE AND INDEMNIFICATION AGREEMENT
(continued)

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, I hereby acknowledge and agree that said Agreement extends to all acts, omissions, negligence, or other fault of Town of Kingston, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New Hampshire. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Participant [and parent/legal guardian, if applicable] initials here) _____

F. I understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of New Hampshire and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of New Hampshire.

(Participant [and parent/legal guardian, if applicable] initials here) _____

This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns and transferees.

(Participant [and parent/legal guardian, if applicable] initials here) _____

II. PARTICIPANT SIGNATURE AND DATE:

Participant _____ Date _____

Name of Business _____

Name of Business Owner _____

III. PARENT/LEGAL GUARDIAN SIGNATURES: (Each parent/legal guardian must complete the following if the Participant is under 18 years of age.)

A. I am/we are the parent(s)/legal guardian(s) of the Participant and by my/our signature, agree to be bound by and responsible for all of the provisions of this RELEASE AND INDEMNIFICATION AGREEMENT, on behalf of ourselves, the Participant, and the successors, representatives, heirs, executors, assigns, and transferees of ourselves and the Participant.

B. I/we consent to the Participant's execution of this RELEASE AND INDEMNIFICATION AGREEMENT and participation in the activities described in Part I.

Printed Names and Signatures of Parents/Legal Guardians (if applicable):

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____