

**ADULT PARTICIPANT RELEASE, WAIVER OF LIABILITY,
AND INDEMNITY AGREEMENT**

Participant's Name: _____

Participant's Date of Birth: ____/____/____

Address: _____

City/State/Zip: _____

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

In consideration of being permitted to participate in the _____, (hereinafter the "Program") I, the undersigned, on my behalf and for 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 Town of Merrimac, Massachusetts (the "Town"), its agents, servants, employees, officials, volunteers, contractors, representatives (hereinafter the "Town") 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 me and/or arising out of or related to my participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory. This Adult Participant Release, Waiver of Liability, and Indemnity Agreement shall not apply to any injury or harm (including death) caused by gross negligence.
2. AGREE TO INDEMNIFY, SAVE, and HOLD HARMLESS the Town 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 my participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory.
3. ACKNOWLEDGE that my 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 ASSUME full responsibility for any risk of loss, death, illness, injury and/or disease which I may sustain arising out of or related to the Program whether known or unknown and whether caused by the negligence of the Town or otherwise. Further, I acknowledge that my participation in the Program is entirely voluntary and that I am not being compelled or required to participate in any way.
4. AGREE that this Adult Participant Release, 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. I hereby execute this Adult Participant Release, Waiver of Liability, and Indemnity Agreement voluntarily and understand that by executing the same, I am binding myself to the terms of this Adult Participant Release, Waiver of Liability, and Indemnity Agreement.

I HAVE READ THIS ADULT PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS 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.

Participant Signature

Date

Participant Printed Name