

TOWN OF GILL

M A S S A C H U S E T T S



CONSENT & RELEASE FORM

I/we, _____, the undersigned _____ of
(Print full name(s) legibly) (Legal relationship to child, e.g., "parent(s)" or "guardian(s)")

_____, in consideration of my/our child being allowed to
(Print child's name)

participate in the Gillbilly Paddle on the Connecticut River ("the Activities") to be offered by the Town of Gill and its Recreation Committee and utilizing facilities of the Northfield Mount Hermon School (NMH), agree as follows:

Release. I/we, for myself/ourselves, my/our heirs, beneficiaries, devisees, executors, administrators, attorneys, personal representatives, and assigns, do hereby agree to forever release, hold harmless and discharge the Town and NMH, their successors and assigns, and the past, present, or future officers, employees, successors-in-interest, attorneys, representative, volunteers and agents of the Town and NMH (hereinafter the "Releasees") from any and all claims, debts, demands, accounts, judgments, rights, causes of action, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected, which may arise from my/our child's participation in the Activities, including but not limited to, any and all claims arising out of claims for emotional distress, mental anguish, personal injury, loss of consortium, property damage and any and all claims that may be asserted by me/us or on my/our child's and my/our behalf by others.

Indemnification. I/we, to the fullest extent permitted by law, shall defend, indemnify, and save harmless the Releasees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees)(referred to collectively as "demands") arising out of or resulting in any way from my/our child's participation in the Activities pursuant to this Consent & Release Form including demands by or because of any person directly or indirectly connected to me/us or my/our child. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification right of the Town or NMH, that otherwise may exist under statute or in law or equity.

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(continued from page 1)

I/we affirm that I/we have read this Consent & Release Form and that I/we understand the contents of this Form. I/we understand that my/our child's participation is voluntary and that my/our child and I/we are free to choose not to participate in said Activities. By signing this Form, I/we affirm that I/we have decided to allow my/our child to participate in the Activities with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that my/our child or I/we may suffer or cause during the Activities.

I/we acknowledge that the Activities include the risk of personal injury to my/our child, and I/we sign this Consent & Release Form voluntarily and of my/our own free will and that I/we am/are eighteen years of age or older.

I/we have sole custody of the child and do not legally require the consent of any other person for my/our child to participate in the Activities. If additional consent is required, the signature(s) may appear on this Form or an additional Consent & Release Form.

Parent or Guardian of _____

Signed _____

Print Name _____

Date _____

Witness _____

Signed _____

Print Name _____

Date _____

Witness _____