

Liability Release, Hold Harmless, Indemnification and Waiver

The parties to this Release are _____, of _____, _____, Massachusetts (hereafter "User"), and the Town of South Hadley, and the South Hadley Recreation Department, 116 Main Street, South Hadley, Massachusetts, MA 01075 (hereafter "the Town").

WHEREAS, the Town's, rents out Town owned property located at Buttery Brook Park members of the public (the "RENTAL PROPERTY") to individuals; and

WHEREAS, the User has voluntarily applied for and intends to use the RENTAL PROPERTY.

NOW THEREFORE, the Town and the User agree and covenant as follows:

1. Assumption of Risk. The User expressly understands and agrees that use of the above RENTAL PROPERTY presents risks to her/himself and personal property. The User is responsible for researching and evaluating the risks that may be faced with using the RENTAL PROPERTY, is responsible for her/his actions and understands that the Town does not provide supervision for use of the RENTAL PROPERTY.

The User further recognizes, understands and agrees that the Town assumes no responsibility for any liability, damage or injury that may be caused by any individual's negligence or willful acts committed prior to, concurrent to, or after using the RENTAL PROPERTY, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any family member, Guests, third party or the Town, agents or employees, or caused by any other person.

2. Indemnification and Hold Harmless. The User (as well as its family, guests and/or other related third parties) specifically understands that she/he is responsible for and agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any action, claim, or demand from her/himself on the Town's property as a result of her/his use of the RENTAL PROPERTY, or which their heirs, or legal representatives have or may have for any and all personal injuries the User, family members, guests or any individual associated with the User (including third parties) may suffer or sustain, regardless of cause or fault including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission whatsoever.

3. Release of Claims. In consideration of being allowed to use the RENTAL PROPERTY, the User, her/his heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby forever releases and discharges the Town, its officers, trustees, employees, and representatives (hereafter "Released Parties") from any and all claims, actions or causes of action which may arise from any cause whatsoever, including but not limited to any negligent act or omission by the Released Parties. The User further releases and discharges the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from the use of the RENTAL PROPERTY provided by the Town. The User acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by her/himself, family members, guests and/or third parties negligent or intentional acts or omissions committed prior to, during, or after using the RENTAL PROPERTY provided, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other person using the RENTAL PROPERTY provided by the Town, or caused by any other person.

4. "As is" condition of RENTAL PROPERTY. The User understands that the Town is providing the RENTAL PROPERTY "as is" and makes no representations nor provides any warranties about the condition of the RENTAL PROPERTY provided to the User.

5. Insurance. The User attests that at the time of using the RENTAL PROPERTY, he/she has any insurance policies as may be required by the Town as a prerequisite for use of the RENTAL PROPERTY.

6. Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

7. Governing Law and Venue. This release shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. The venue for any action arising out of this Agreement shall be Hampshire County, Commonwealth of Massachusetts.

8. Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been

made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

9. Affirmation and Understanding. The User further affirms that she/he has read this Consent and Release Form and that she/he understands the contents of this Form. User further understands that her/his use of the RENTAL PROPERTY provided by the Town is voluntary and that she/he is free to choose not to use the RENTAL PROPERTY. By signing this Form, User affirms that she/he has decided to use the RENTAL PROPERTY with full knowledge that the Town will not be liable to anyone for personal injuries or property damage which he/she may suffer while voluntarily using the RENTAL PROPERTY.

The signatory below acknowledges that she/he has read this release and that she/he understands its meaning and effect and has the authority to bind the User to its terms.

Participant Signature

Date

Participant Printed Name