



State of New Hampshire
Town of Kensington

95 Amesbury Road
Kensington, NH 03833

**TOWN OF KENSINGTON PARKS AND RECREATION
ACKNOWLEDGMENT OF RISKS, GENERAL RELEASE, AND INDEMNITY AGREEMENT**

THIS IS A LEGAL DOCUMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

All participants must complete (PRINT LEGIBLY) and sign this Agreement. For participants under 18 years of age (“minors”), the minor’s parent or guardian must complete and sign this Agreement with authority for the minor. All references to “I,” “me,” and “mine” shall collectively include the signatory of this Agreement, the minor’s parent(s)/guardian(s), and the minor, unless the context requires otherwise.

Participant Last Name		Participant First Name		Participant Middle Name		Date of Birth	
Address							
City		State		Zip Code		Country	
Home Phone				Cell Phone			
Email Address							
Emergency Contact				Emergency Phone			

In consideration of being permitted to sign up and participate in and/or visit and observe recreational activities, programs, and/or facilities of the Town of Kensington, and in consideration of being permitted in any way to access the property, equipment and/or facilities of the Town of Kensington, I agree as follows:

I. ACKNOWLEDGEMENT OF RISKS. Recreational activities, programs, equipment, and facilities have inherent risks even in a controlled environment. It is impossible to enumerate all of the possible ways in which injuries may occur. Some examples include but are not limited to: (1) misuse of equipment or facilities; (2) physical contact with equipment; (3) failure of the facilities or equipment; (4) mental or physical health problems of myself or others; and (5) negligence of myself or others. I agree and acknowledge that:

- A. The above list is not complete and that other unknown or unanticipated risks may result in bodily injury, property damage, permanent disability, paralysis, death, or other loss for me or for others.
- B. I am, and all other individuals are, responsible for our own safety.
- C. I have responsibilities to discontinue my participation if I believe the conditions are unsafe.
- D. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in recreational activities and recreational programs and use of the equipment, facilities, and property.
- E. I am fully capable of participating in these activities without causing harm to me or others.
- F. I will follow any and all policies, rules, and regulations as the same may be amended from time to time.
- G. Individuals are available to answer any questions about the nature and physical demands of these activities and the risks associated with these activities.
- H. There are no assurances of my own safety and I assume all risks involved in my participation.
- I. My participation or attendance is purely voluntary, and I choose to participate in or attend such activities in spite of, and with complete knowledge of, the risks of injury to me or others.

I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR ALL RISKS IDENTIFIED HERE AND FOR THOSE RISKS NOT IDENTIFIED, AND FOR BODILY INJURY, PROPERTY DAMAGE, PERMANENT DISABILITY, DEATH, PARALYSIS, OR OTHER LOSS SUFFERED BY ME AS A RESULT OF THOSE RISKS, MY OWN NEGLIGENCE OR OTHER CONDUCT, OR THE NEGLIGENCE OF THE RELEASEES.

II. RELEASE. I HEREBY WAIVE, RELEASE, AND DISCHARGE (AND COVENANT NOT TO SUE) THE TOWN OF KENSINGTON, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, VOLUNTEERS, AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE TOWN OF KENSINGTON (COLLECTIVELY, THE "RELEASEES") FROM ALL LIABILITIES, CLAIMS, DEMANDS, LOSSES, DAMAGES, OR CAUSES OF ACTION RELATED TO ANY INJURY TO, OR ILLNESS, DEATH, PERMANENT DISABILITY, OR PARALYSIS OF, ANY PERSON (INCLUDING ME), OR DAMAGE TO ANY PROPERTY (INCLUDING MINE), (WHETHER OR NOT AS A RESULT OF THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH MY PARTICIPATION IN RECREATIONAL ACTIVITIES AND PROGRAMS, AND/OR MY USE OF TOWN OF KENSINGTON PROPERTY, EQUIPMENT, AND/OR FACILITIES.

III. INDEMNIFICATION. I HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY CLAIM, CAUSE OF ACTION, LIABILITY, OR JUDGMENT (INCLUDING WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM), RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO MY PARTICIPATION IN RECREATIONAL ACTIVITIES/PROGRAMS AND/OR MY USE OF TOWN OF KENSINGTON PROPERTY, EQUIPMENT, AND/OR FACILITIES.

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my family, my heirs, executors, administrators, and representatives. I agree that if any portion of this Agreement is held to be invalid, the balance of this Agreement shall continue in full force and effect. I agree that a photocopy or facsimile copy of this Agreement, if fully executed, shall have the same force and effect as the original. Nothing in this Agreement shall be construed as a waiver of any statutory or common law immunity or limitation of liability available to the Town of Kensington, its officials, officers, volunteers, employees, and agents.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS. I HAVE READ AND UNDERSTOOD IT. I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant

(18 years and older must sign)

[_____]

Print Name(s):

Date

___ / ___ / 20___

INDEMNIFICATION. I ACKNOWLEDGE THAT THE TOWN OF KENSINGTON IS RELYING UPON MY SIGNATURE AS PARENT OR GUARDIAN OF MY CHILD OR WARD. I AGREE THAT, IF DESPITE THIS AGREEMENT, A CLAIM IS MADE BY OR ON BEHALF OF MY CHILD OR WARD AGAINST THE RELEASEES, I WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS A RESULT OF SUCH CLAIM, INCLUDING WITHOUT LIMITATION, LEGAL FEES ASSOCIATED WITH DEFENDING SUCH CLAIM BROUGHT BY OR ON BEHALF OF MY CHILD OR WARD.

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Agreement, including, without limitation, the Indemnification paragraph set forth above.

Signature of Parent(s)

(or *Legal Court Appointed Guardian*)

[_____]

Print Name(s):

Date

___ / ___ / 20___