

WAIVER AND RELEASE OF LIABILITY

BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY, I, _____ (volunteer's name) HEREBY ASSUME ALL OF THE RISKS, AND RELEASE THE TOWN OF TOWNSEND, AND ANY AND ALL RELATED ENTITIES AND/OR PERSONS, FROM ALL LIABILITIES THAT MAY ARISE IN CONNECTION WITH MY PRESENCE AND ACTIVITIES AS A VOLUNTEER FOR THE TOWN OF TOWNSEND.

More specifically, by signing this Waiver and Release of Liability, I agree as follows:

1. **Release.** I hereby agree to release and do hereby release Town of Townsend, its managing agent and all of their respective employees, managers, members, agents, lenders, officers, directors, partners, legal representatives, heirs, successors and assigns (collectively, "Townsend") from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, bodily injury or damage to property arising from the property and buildings owned by Townsend and/or arising out of any occurrence in, upon or at an event hosted by Townsend, from or out of the presence at or use by me of Townsend property or any part thereof, even when the result of negligence or carelessness on the part of the Townsend, or occasioned wholly or in part by any act or omission by me, my agents, contractors, employees, or invitees.

2. **Assumption of Risk:** I acknowledge, understand, and assume the inherent risks associated with my entry in/on the buildings and lands owned by Townsend. I hereby assert that my activities on the Property are voluntary and I knowingly assume all such risk

3. **Indemnity.** I hereby agree to indemnify, defend, save and hold harmless Townsend from and against any and all claims, actions, damages, liabilities, and expenses in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of any occurrence in, upon or at Townsend, from or out of the occupancy or use by me of Townsend property or any part thereof, for or arising from my volunteer activities as a volunteer at the Townsend Town Fair, or occasioned wholly or in part by any act or omission me, my agents, contractors, employees, or invitees.

4. **No Limitation of Liability.** With respect to any and all claims against the Townsend by me or any of my agents, employees, contractors or invitees, the indemnification obligations under this Waiver and Release of Liability shall not be limited in any way.

5. **Attorneys' Fees.** In the event either party breaches any part of this Agreement, the breaching party shall pay all costs and expenses of the non-breaching party, including reasonable attorneys' fees, in respect to each and every such breach.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND A BINDING CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Town of Townsend

Party's Name

Date: _____

Date: _____