

## **WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY**

In consideration for the privilege of participating in programs operated by the Town of Monroe, the undersigned agrees that:

**1.**

I understand there are inherent risks involved in participating in the Activity, including the risk of serious physical injury or death and ***I FULLY KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY AND OR MY PRESENCE UPON TOWN OF MONROE PROPERTY DURING MY PARTICIPATION, EVEN IF DUE TO THE NEGLIGENCE OF THE TOWN OF MONROE, AND THEIR RESPECTIVE AGENTS, SERVANTS, VOLUNTEERS, ASSIGNS OR EMPLOYEES, INCLUDING WITHOUT LIMITATION, ANY OTHER PARTICIPANTS, WHETHER IN AN INDIVIDUAL OR ENTITY CAPACITY ("INDEMNIFIED PARTIES")***.

To the fullest extent permitted by law, I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, ***AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES*** from and against any and all claims, suits, expenses, judgements or demands by anyone arising from my participation in the Activity and or presence upon Town of Monroe property during said participation ***INCLUDING CLAIMS OR NEGLIGENCE ON THE PART OF THE INDEMNIFIED PARTIES***.

**2.**

I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, ***HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE THE INDEMNIFIED PARTIES*** for any past, present and future claims, suits, or money damages for personal injury sustained by me during my participation in the Activity and or my presence upon Town of Monroe property during said participation ***EVEN IF DUE TO NEGLIGENCE OF THE INDEMNIFIED PARTIES***.

**I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATIVE, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.**

### **CONSENT OF PARENT OR GUARDIAN**

This is to certify that I, as parent or guardian with legal responsibility for this participant, do hereby consent and agree to his or her release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, ***AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES*** from any and all claims, suits or demands by anyone arising from said participant's participation in the Activity and or their presence upon Town of Monroe property during said participation ***INCLUDING CLAIMS OR NEGLIGENCE ON THE PART OF THE INDEMNIFIED PARTIES***.