

**RELEASE AND WAIVER OF LIABILITY,**

**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION I, \_\_\_\_\_ (Participant) acknowledge that I have voluntarily applied to participate in the following activities at Lake Nipmuc, **“7<sup>th</sup> Annual Lake Nipmuc Ice Fishing Derby and Benefit for the Lake Nipmuc Association”**, on behalf of myself, my personal representatives, heirs, and next of kin:

1. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the organizer or Lake Nipmuc Association, its parent, subsidiary, or affiliated corporations or entities and their directors, officers, agents, volunteers and employees, all for the purposes herein referred to as “Releasees”, FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the Releasees arising out of my injury or death or damage to my property while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENT(S) and whether caused by the negligence of the RELEASEES or otherwise.
3. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. I HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
5. I HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. I HEREBY agree this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENT(S) during the calendar year.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

**READ CAREFULLY BEFORE SIGNING**

**PARTICIPANT/RELEASOR**

**PARENT OR GUARDIAN**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name:

\_\_\_\_\_