

RELEASE AND INDEMNITY AGREEMENT

Printed Name of Participant:_____

Activity: Clearing and removing fallen trees and branches from trails on Town-owned land in Harvard, MA using chain saws and other equipment and tools._____

Dates of Activity:_____

For and in consideration of being permitted to participate in the Activity above (including related travel, if any), **I, THE UNDERSIGNED, HEREBY FULLY RELEASE AND FOREVER DISCHARGE** the Town of Harvard and all officials, agents, employees, contractors and affiliates of the Town of Harvard (collectively "Harvard"), of and from any and all liability to me, my personal representatives, assigns, heirs and next of kin, for any damage to or loss of my property, any injury to my person or my death or any one or more of the foregoing, arising directly or indirectly out of my participation for any purpose in the Activity, **INCLUDING ANY SUCH DAMAGE, LOSS OR INJURY THAT IS CAUSED BY ANY ACT OR OMISSION ON THE PART OF HARVARD, INCLUDING ANY NEGLIGENT CONDUCT OF HARVARD** but excluding any gross negligence or willful misconduct of Harvard. **IT IS MY EXPRESS INTENT THAT THE ABOVE RELEASE INCLUDES THE RELEASE BY ME OF HARVARD FROM THE CONSEQUENCES OF HARVARD'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY RELEASE OF HARVARD DOES NOT APPLY IS WITH RESPECT TO ANY OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HARVARD. I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HARVARD** for, from, and against any and all liabilities, damages, claims, lawsuits, costs (including court costs, attorneys fees and costs of investigation), and actions of any kind or description for any damage to or loss of my property or the property of another, any injury to me or my death, or the injury to or death of any other person or any one or more of the foregoing, arising out of my participation for any purpose in the Activity, **INCLUDING ANY DAMAGE, LOSS OR INJURY CAUSED BY ANY ACT OR OMISSION ON THE PART OF HARVARD, INCLUDING ANY NEGLIGENT CONDUCT OF HARVARD** but excluding any gross negligence or willful misconduct of Harvard. **IT IS MY EXPRESS INTENT THAT THE ABOVE INDEMNITY INCLUDES INDEMNIFICATION BY ME OF HARVARD FROM THE CONSEQUENCES OF HARVARD'S OWN NEGLIGENCE. THE ONLY CIRCUMSTANCE UNDER WHICH MY OBLIGATION TO INDEMNIFY HARVARD DOES NOT APPLY IS WITH RESPECT TO AN OCCURRENCE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HARVARD.** By execution below, I hereby acknowledge that I recognize and assume all of the risks associated with the

Activity. **I ACKNOWLEDGE THAT IT IS IMPORTANT THAT I VERIFY THAT I HAVE INSURANCE COVERAGE WHICH EXTENDS TO ME WHILE PARTICIPATING IN THE ACTIVITY, AND THAT I SECURE SUCH COVERAGE IF I DO NOT ALREADY HAVE IT.** I understand that Harvard does not provide such coverage, and that no insurance coverage may exist through Harvard to cover any injuries or damages which I may sustain or claims which may arise as a result of my participation in the Activity.

The terms of this Release and Indemnity Agreement are to be governed by and construed under the laws of the Commonwealth of Massachusetts, and venue with respect to any dispute arising between Harvard and any other party that involves this Release and Indemnity Agreement or my participation in the Activity shall be exclusively in Worcester County, Massachusetts. Each provision of this Release and Indemnity Agreement is severable and if one portion is invalid or illegal, such invalid or illegal portion shall not apply, but the remaining portions shall nevertheless remain in full force and effect. I understand that the terms of the Release and Indemnity Agreement are contractual and not mere recitals, and that such terms are binding upon me, my heirs, personal representatives and assigns. In making this Release and Indemnity Agreement, I have not relied upon any statement or representation pertaining to this matter made by Harvard or any other person or entity which is hereby released. **I WARRANT THAT I HAVE CAREFULLY READ THIS DOCUMENT AND KNOW ITS CONTENTS, AND THAT I AM 21 YEARS OF AGE OR OLDER AND HAVE FULL AUTHORITY TO EXECUTE THIS DOCUMENT AND THAT I HAVE EXECUTED THIS DOCUMENT VOLUNTARILY AND AS MY OWN FREE ACT. I EXECUTE THIS DOCUMENT FULLY INTENDING TO BE BOUND BY ITS TERMS.**

Dated this _____ day of _____, 20 .

Signature of Participant