

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of the permission granted to the participant named above to participate in the Newmarket Recreation Department programs, I/we SHALL RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the NEWMARKET RECREATION DEPARTMENT, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the named participant, whether caused by the negligence of the NEWMARKET RECREATION DEPARTMENT, its agents and employees or otherwise while the named participant participates in its programs.

I/we further agree to indemnify the NEWMARKET RECREATION DEPARTMENT, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the NEWMARKET RECREATION DEPARTMENT, their agents and employees become legally obligated to pay including reasonable attorneys' fees and costs, as a result of claims, demands, costs or judgments, against the NEWMARKET RECREATION DEPARTMENT, their agents and employees on account of injury to the person or property or resulting in the death of the named participant whether or not caused by negligence of the NEWMARKET RECREATION DEPARTMENT, their agents and employees and whether or not such liability is sole, joint or several.

I/we am aware that participation in this program may present a strain on my child's body, or its parts and therefore I represent to NEWMARKET RECREATION DEPARTMENT that to the best of my knowledge, my child is in a proper physical condition to allow him/her to participate and that I/we assume the risk of participating.

I/we understand that the above program involves traveling to various activity sites. I/we will accept full responsibility for the transportation of my child to and from these activities and I/we release, indemnify and hold harmless any persons providing such transportation.

I/we understand that in case of injury or illness, I/we will be notified. If it is impossible to contact me and it is an emergency, I/we hereby give permission to the attending physician to treat, hospitalize, administer anesthesia, or to order injections or surgery for the safety of my child.

I/we, the parent/legal guardian, the undersigned, have read this release and understand all its terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on this date indicated next to my/our names.

I/we understand that the Department frequently takes photographs of its activities and participants during the course of the Department's activities. I hereby give permission to the Department to take such photographs of the above Participant and to use these photographs in the Department's publicity.

Participant's Name: _____

Participant's Signature (if 18): _____ Date: _____

Parent or Guardian's Name: _____

Parent/Guardian Signature: _____ Date: _____