TOWN OF GOFFSTOWN, NEW HAMPSHIRE "ADOPT-A-SPOT" PROGRAM

PARTICIPANT'S ACKNOWLEDGMENT OF RISKS, LIABILITY RELEASE & INDEMNIFICATION AGREEMENT

Participant: _____ Age: _____ Address:_____ State: ____ Telephone: _____

As an express condition of my participation in the "Adopt-A-Spot" Program, I agree and acknowledge as follows:

1. I understand that as a participant in the "Adopt-A-Spot" program, I will be removing trash, litter and other debris from areas which are next to, near and part of busy roadways, and that I will be standing, walking and working in the immediate vicinity of motor vehicle and other traffic. I understand that these activities are **HAZARDOUS** and may result in property damage, personal injury and/or death. I understand that there are inherent hazards and dangers in these activities, including but not limited to: being struck by an oncoming, approaching or passing motor vehicle or other form of transportation, whether it is lawfully or unlawfully operated; working, walking or standing on varying, dangerous and/or difficult terrain; working, walking or standing in adverse, unexpected and/or dangerous weather or road conditions; and encountering debris, obstructions, litter or trash which might be unsafe to handle. I also understand that I will be performing physical outdoor work, and that any such work carries with it inherent hazards and dangers to my person and property. Further, I understand that there may be risks related to my participation in, and presence during, this program which are not known to me or reasonably foreseeable at this time. I hereby assume any and all risks of property damage, personal injury or death arising out of my participation in or presence during any aspect, activity or function of the "Adopt-A-Spot" program.

2. **I AGREE TO RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE TOWN OF GOFFSTOWN, INCLUDING BUT NOT LIMITED TO ITS SUBDIVISIONS, OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTICIPANTS AND VOLUNTEERS, THE "ADOPT-A-SPOT" PROGRAM, AND THE "ADOPT-A-SPOT" GROUP, INCLUDING BUT NOT LIMITED TO ITS PRINCIPALS, DIRECTORS, MANAGERS, REPRESENTATIVES, EMPLOYEES, AGENTS, PARTICIPANTS AND VOLUNTEERS, (ALL OF THE ABOVE ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE "RELEASEES") FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS, LIENS, OR DEMANDS TO RECOVER DAMAGES, LOSSES, EXPENSES, COSTS AND/OR ATTORNEY'S FEES FOR PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH I MIGHT SUFFER IN CONNECTION WITH OR ARISING OUT OF MY PARTICIPATION IN, OR PRESENCE DURING, ANY ACTIVITY, ASPECT OR FUNCTION OF THE "ADOPT-A-SPOT" PROGRAM, REGARDLESS OF HOW OR BY WHOM OR BY WHAT THE PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WAS CAUSED. <u>I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE OR LIABLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE. THAT IS, THE RELEASEES ARE NOT RESPONSIBLE OR LIABLE FOR THEIR OWN FAILURE TO USE REASONABLE CARE IN ANY WAY</u>.**

3. I further agree to defend, indemnify and hold harmless the Releasees from any and all claims, causes of action, suits, liens and demands to recover damages, losses, expenses, costs and/or attorney's fees for property damage, personal injury and/or death which might occur in connection with, or arising out of, my participation in, or presence during, any activity, aspect or function of the "Adopt-A-Spot" program, regardless of how or by whom or by what the property damage, personal injury and/or death was caused.

4. I understand that this agreement shall be binding upon my heirs, executors, administrators and assigns, and that it shall be governed by the laws of New Hampshire. I understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims which I, my heirs, executors, administrators or assigns may bring against the Releasees shall be submitted only to the jurisdiction of the state or federal court in New Hampshire.

5. I represent that I have no health conditions which would be adversely affected by my participation in the "Adopt-A-Spot" program. I authorize the Town of Goffstown, the "Adopt-A-Spot" Group and/or any participant to seek medical attention on my behalf, at my expense, if I am injured and efforts to reach an emergency contact are unsuccessful or impractical under the circumstances.

6. I have carefully read the above paragraphs and fully understand them. I freely and voluntarily enter into this agreement.

Signature: _____ **Date:** _____

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above-named minor, I acknowledge and agree that I have carefully read and understand the above paragraphs, and that by signing this liability release on behalf of the minor, I and the minor agree to be bound by all of its terms. I agree to release, indemnify, defend and hold harmless the Releasees from any and all losses, damages, costs, attorney's fees, claims, causes of action, demands, or suits for personal injury, death and/or property damage that may in any way arise out of the minor's participation in, or presence during, any activity, aspect or function of the "Adopt-A-Spot" program. I accept full responsibility for any and all medical expenses which might arise from any and all injuries the minor might sustain as a participant in, or person present during, any aspect, activity or function of the "Adopt-A-Spot" program.

Signature: _____ **Date:** _____