

TOWN OF MASHPEE RECREATION DEPARTMENT
RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT FOR
PARTICIPANTS

I, _____, as participant **or** parent/legal guardian of _____ [insert name of child/teen participating in the Town of Mashpee Recreation Department Program, if applicable] (hereinafter “the Participant”), in consideration of being allowed to participate in a Town of Mashpee Recreation Department programs, including community, recreation and/or athletic programs, and for other good and valuable consideration hereby acknowledged, do hereby agree on behalf of myself and Participant, to forever RELEASE the Town of Mashpee, Massachusetts, the Mashpee Recreation Department, and its officers, officials, employees, staff, agents, board members, volunteers, and attorneys (hereinafter and collectively “the Town”) from any and all claims, injuries, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys’ fees related, directly or indirectly, from known and unknown personal injuries or property damage which may occur as the result of participation in a Town of Mashpee Recreation Department’s Program.

I further promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Town against any and all legal claims and proceedings of any description, including damages, costs and attorneys’ fees, arising from personal injuries to myself, Participant or others or property damage resulting from said use participation in the Town of Mashpee Recreation Department’s Program. I hereby further covenant not to sue the Town on account of any such claim, injury, demand or liability.

I further affirm that I have read this Agreement and that I understand the contents of this Form. I understand that involvement in Town of Mashpee Recreation Department’s Program is entirely voluntary and that I am free to choose not to participate or have my child participate in said programming.

By signing this Form, I affirm that I have decided to permit participation in the Town of Mashpee Recreation Department’s Program with full knowledge that the Town will not be liable to anyone for personal injuries and property damage that may occur in activities for the Town or its recreation program(s). I am fully aware that by signing this document I am releasing the Town from any and all liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the Town from liability and defend and indemnify said parties for liability relating to any accident and resulting injuries that may occur as a result of said participation in a Town of Mashpee Recreation Department’s Program.

Signed: _____ (Participant/ or Parent / Legal Guardian – please circle one)

Date: _____

Please print name: _____

Mailing Address: _____, _____

Phone: _____ **Cell:** _____

[PLEASE CONTINUE ON NEXT PAGE]

Media Consent Form

I, _____, on behalf of [NAME OF MINOR CHILD], hereby authorize the Town of Mashpee and its employees and officials to record my or my child's [circle one] identity, likeness and/or voice on a video or audio recording or photograph, digital, electronic or any other medium to: (a) use my name and identity in connection with such recordings; and (b) use, reproduce, exhibit and/or disseminate my name and identity in any medium, including, but not limited to social media, internet, video, print, promotional, advertising, media and/or for other lawful purposes.

I hereby release and waive any claims or rights of compensation or ownership related to the Town's uses of such recordings and images and I understand that all such recordings and images are the sole property of the Town of Mashpee and are subject to the requirements of the Massachusetts Public Records Law and the Records Retention Schedules.

OR

Please check this box if you do NOT wish for your identity or your child to be photographed, filmed, recorded, or used in any media.

Participant: _____

Signed – Parent/Legal Guardian: _____

Please print name: _____

Date: _____

THIS FORM MAY NOT BE ALTERED