

**TOWN OF ANDOVER
PRIVATELY ORGANIZED PROGRAM, ACTIVITY OR EVENT
CONSENT, RELEASE, AND INDEMNIFICATION AGREEMENT**

Name of Program/Activity/Event: _____

Program/Activity/Event Sponsor: _____

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your or the named minor's participation in privately organized programs, activities, and events conducted on property of the Town of Andover. You understand that the above referenced program/ activity/event conducted on property of the Town of Andover is conducted by private individuals and/or organizations and is not supervised by the Town of Andover.

Acknowledgement of Risk

I, _____ (Name) for myself and in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in programs, activities and events conducted by private individuals or organizations on property of the Town of Andover comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in these programs, activities and events, and assume such risks, including, but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria, including but not limited to Coronavirus/COVID-19. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in said programs/activities/events and that said list in no way limits the operation of this agreement.

Coronavirus/Covid-19 Warning & Disclaimer

Coronavirus/COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participation in programs, activities, and events conducted on property of the Town of Andover or accessing Town of Andover property, facilities and equipment could increase the risk of contracting COVID-19.** The Town of Andover in no way warrants that COVID-19 infection will not occur through participation in such programs, activities and events or accessing Town of Andover property.

PARENTAL/GUARDIAN CONSENT, RELEASE, AND INDEMNIFICATION (Minor)

I, _____ (Name), the undersigned _____ (legal relationship) of my child, _____ (Name), a minor, do hereby consent to my child's participation in privately organized programs, activities and events taking place on Town of Andover property or facilities .

On behalf of myself and my child, and our respective heirs, representatives, executors administrators and assigns I also agree to indemnify, defend, release, discharge and hold harmless the Town of Andover, and all of its successors, employees, agents, officials, board members, and volunteers (the Releasees) from any and all claims, proceedings, rights of action and causes of action of any description, including reasonable attorneys' fees, that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to my child or property damage or personal injury resulting from my child's participation in programs, activities and events conducted by private individuals or organizations taking place on Town of Andover property and facilities or related to the use of the property, facilities and equipment of the Releasees, whether supervised or unsupervised, or from the negligence of the Releasees, including but not limited to any and all claims, rights of action and causes of action associated in any way with COVID-19.

I further affirm that I have read this Consent, Release and Indemnification Agreement and that I understand the contents of this Agreement. I understand that these programs, activities and events involve physical activity and that my child's participation in these programs, activities and events is voluntary and that my child and I are free to choose not to participate in said programs, activities and events. By signing this Agreement I affirm that I have decided to allow my child to participate in these programs, activities and events with full knowledge that the Releasees will not be liable to anyone for personal injuries or property damage which my child or I may suffer in these programs, activities and events, and I hereby certify that my child is in good health and has no conditions or impairments which would preclude his/her safe participation in said programs, activities and events.

If I cannot be reached in a medical emergency, I consent to my child's treatment by a medical doctor and agree to pay all costs associated with said treatment, including transportation to a medical facility.

CONSENT, RELEASE, AND INDEMNIFICATION INDIVIDUAL (Adult – Age 18 and Over)

I, _____(Name), for myself and on behalf of myself, my heirs, representatives, executors, administrators and assigns, agree to indemnify, defend, release, discharge and hold harmless the Town of Andover, and all of its successors, employees, agents, officials, board members, and volunteers (the Releasees) from any and all claims, proceedings rights of action and causes of action of any description, including reasonable attorneys' fees, that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to myself or property damage or personal injury resulting from my participation in programs, activities and events conducted by private individuals or organizations taking place on on Town of Andover property and facilities or related to the use of the property, facilities and equipment of the Releasees, whether supervised or unsupervised, or from the negligence of the Releasees, including but not limited to any and all claims, rights of action and causes of action associated in any way with COVID-19.

I further affirm that I have read this Consent, Release and Indemnification Agreement and that I understand the contents of this Agreement. I understand that my participation is voluntary and that I am free to choose not to participate in said programs, activities and events. I understand that these programs, activities and events involve physical activity and hereby certify that I am in good health and have no condition or impairment which would preclude my safe participation in said programs, activities or events. By signing this Agreement, I affirm that I have decided to participate in the program, activity, or event named above with full knowledge that the Releasees will not be liable to anyone for personal injuries or property damage that I or any other party may suffer in such programs, activities and events.

Signature: _____

Name: _____

Address: _____

Date: _____

Telephone: _____

Email: _____

Name of Minor (If Applicable): _____