

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of my being allowed to participate in any way in programs or activities on the premises of The Fitz (the "Programs"), the undersigned, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledges, appreciates, and agrees to the following:

1. The risk of injury and illness from the activities involved in the Programs is significant, including (without limitation) the potential for injury or illness – in particular and not by way of limitation, risks of exposure, directly or indirectly, arising out of, contributed to or by, or resulting from any infectious or communicable disease, including (without limitation) the current or any future outbreak of the novel coronavirus (COVID 19) and/or any mutation or variation thereof – and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury or illness does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation in the Programs.
2. I consent to my participating in the Programs.
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Town of Pepperell, The Fitzpatrick Collaborative, Inc., their officers, directors, agents, employees, associated personnel, volunteers, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners of fields, facilities and premises utilized for the Programs (collectively, the "Releasees"), with respect to any and all injury, illness, disability, death or loss or damage to person or property associated with my presence at, or participation in the Programs, including being transported to or from the Programs, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.
4. I hereby authorize the transportation of myself and any minor child/children for whom I have the capacity to contract to or from the Programs.
5. I shall abide by the rules, policies, procedures, and protocols set forth by The Fitzpatrick Collaborative, Inc. while on the premises.

I have read this release of liability and assumption of risk agreement, and fully understand its terms. I understand that I have given up substantial rights by electronically signing this document, and I sign it freely and voluntarily without any inducement. I hereby waive all such rights above including the right to file a legal action or assert a claim for personal or physical injury or death of any kind.

SIGNATURE: _____ DATE: _____

PARENT/GUARDIAN NAME (print legibly): _____

NAME(S) OF MINOR CHILD(REN): _____