

CITY OF LEOMINSTER
2020 RECREATION DEPARTMENT SUMMER PROGRAM

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

I, _____, as parent/legal guardian of _____ [insert name of child participating in the Leominster Recreation Department's Summer Program] (hereinafter "the Participant"), in consideration of Participant being allowed to participate in any City of Leominster Recreation Department program, and for other good and valuable consideration hereby acknowledged, do hereby agree on behalf of myself and Participant, to forever RELEASE the City of Leominster, Massachusetts, the Leominster Recreation Department, and its officers, officials, employees, staff, agents, board members, volunteers, and attorneys (hereinafter and collectively "the City") from any and all claims, 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 the City of Leominster Recreation Department's programs.

I further on behalf of myself and the Participant promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the City 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 participation in the City of Leominster's Recreation Department programs. I hereby further covenant for myself and the Participant not to sue the City on account of any such claim, demand or liability.

I further affirm that I have read this Agreement and that I understand the contents of this Agreement. I understand that the Participant's involvement in the City of Leominster Recreation Department's programs is voluntary and that I am free to choose not to participate or have my child participate in said program.

******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. Participating in the Recreation Department's programs or accessing City facilities could lead to the risk of contracting COVID-19. The City of Leominster and its Recreation Department in no way warrant that COVID-19 will not occur through participation in the Recreation Department's programs or accessing City facilities.**

Initial _____ ****

By signing this Form, I affirm that I have decided to have Participant enroll in the City of Leominster Recreation Department's program with full knowledge that the City will not be liable to anyone for personal injuries and property damage that may occur during activities facilitated by the City of Leominster or its recreation program(s). I am fully aware that by signing this document I am releasing, on behalf of myself and the Participant, the City 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 City on behalf of myself and Participant from any and all liability and defend and indemnify said parties for liability relating to any accident and resulting injuries that may occur as a result of participation in the City of Leominster Recreation Department's program.

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

Date: _____ Please print name: _____

Mailing Address: _____, _____ MA _____

Phone: _____ Cell: _____

THIS FORM MAY NOT BE ALTERED