TOWN OF MADISON WAIVER, HOLD HARMLESS AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE

In consideration for the privilege of participating in [Program/Activity Name], the undersigned hereby agrees that:

1. I understand that there are inherent risks involved in [Program/Activity Name], including the risk of serious physical injury or death and ***I FULLY ASSUME ALL RISKS ASSOCIATED WITH THIS PROGRAM, TOWN CAMPUS GYM, OR BEFORE AND AFTER SCHOOL PROGRAM EXCEPT IF DUE TO THE NEGLIGENCE OF THE TOWN OF MADISON AND THEIR AGENTS, SERVANTS OR EMPLOYEES***, including but not limited to equipment failure; lack of safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; slippery floor surfaces, contact or collision with any object while on the premises of Town of Madison facilities or Madison Board of Education Facilities; contact or collision with other participants and or persons at said program, whether caused by negligence or intentional conduct by such other participant or person.

2. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, ***AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF MADISON AND THEIR AGENTS, SERVANTS OR EMPLOYEES*** from any and all claims, suits or demands by anyone arising from my use of the Town of Madison or Board of Education facilities and equipment ***EXCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF THE TOWN OF MADISON AND/OR THEIR AGENTS, SERVANTS OR EMPLOYEES***.

3. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, ***HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE THE TOWN OF MADISON 0R ITS AGENTS, SERVANTS OR EMPLOYEES*** for money damages for personal injury sustained by me while using the Town of Madison or Board of Education facilities and equipment ***EXCEPT IF DUE TO THE NEGLIGENCE OF THE TOWN OF MADISON AND/OR ITS, AGENTS, SERVANTS OR EMPLOYEES***.

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

_____ _____ _____

PARTICIPANT'S SIGNATURE PARTICIPANT'S PRINTED NAME DATE

CONSENT OF PARENT OR GUARDIAN

This is to certify that I, as parent or guardian with legal responsibility for this participant, do hereby consent and agree to his or her release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, ***AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF MADISON AND THEIR AGENTS, SERVANTS OR EMPLOYEES*** from any and all claims, suits or demands by anyone arising from said participant's use of the Town of Madison or Board of Education facilities and equipment ***EXCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF THE TOWN OF MADISON AND THEIR AGENTS, SERVANTS OR EMPLOYEES***. I further agree, as parent or guardian with legal responsibility for this participant, ***THAT I WILL NOT SUE THE TOWN OF MADISON 0R ITS AGENTS, SERVANTS OR EMPLOYEES*** for money damages for personal injury sustained by said participant while using the Town of Madison or Board of Education facilities and equipment ***EXCEPT IF DUE TO THE NEGLIGENCE OF THE TOWN OF MADISON AND/OR ITS, AGENTS, SERVANTS OR EMPLOYEES***.

_____ _____ _____

PARENT'S/GUARDIAN'S SIGNATURE PARENT'S/GUARDIAN'S PRINTED NAME DATE