

GENERAL RELEASE AND WAIVER OF LIABILITY
Town of Saugus

Print Name _____

Address _____ **Zip** _____

Phone #: Home _____ **Cell** _____

Release and Waiver of Liability:

In consideration of the issuance of the attached permit to use a playground in the Town of Saugus, I, the undersigned, permit holder listed above (hereinafter "Permit Holder"), and for myself, my heirs, personal and/or legal representatives, next of kin, and assigns and all individuals utilizing the playground for the permitted use (hereinafter collectively referred to as Participants), hereby:

RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Town of Saugus, its agents, servants, employees, officials, volunteers, contractors, representatives (hereinafter the "Town") from any and all liability, claims, demands, actions, suits, loss and causes of action whatsoever arising out of or related to any loss, damage, or injury, including, but not limited to, death, illness, injury and/or disease, and including any death, illness, injury and/or disease in any way related to or arising out of the novel coronavirus (COVID-19), that may be sustained by the Participants and/or arising out of or related to the Permit Holders exercise of the permit, regardless of whether they arise in tort, contract, strict liability, or other legal theory.

INDEMNIFY, SAVE and HOLD HARMLESS the Town from any and all liability, claims, demands, actions, suits, loss, and causes of action and any cost it may incur, including court costs and attorneys' fees, arising out of or related to the exercise of the permit, regardless of whether they arise in tort, contract, strict liability, or other legal theory.

ACKNOWLEDGE that the Participants exercise of the permit may be dangerous and may involve the risk of serious injury and/or illness, including COVID-19, and/or death and CONSENT to the Participants voluntary participation and ASSUME full responsibility for any risk of loss, death, illness, injury and/or disease which I and/or the Participant may sustain arising out of or related to the exercise of the permit whether known or unknown and whether caused by the negligence of the Town or otherwise.

AGREE that this Release and Waiver of Liability and Indemnity Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and that, in the event any portion of this document is deemed unlawful or unenforceable, said portion shall be severable and the balance of the terms shall continue in full legal force and effect.

Covid 19 Guideline Compliance

I am familiar with the Centers for Disease Control and Prevention (CDC) and Commonwealth of Massachusetts COVID Guidelines and assume all responsibility for implementation and enforcement of said guidelines in effect at the time of the exercise of this permit.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHTS AND THE RIGHTS OF THE PARTICIPANTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature _____ **Date** ____/____/____