

Town of Henniker, New Hampshire

## Release and Waiver of Liability and Indemnity Agreement

*For all Non-Athletic Committee Sponsored Use of  
Town Snack Shack, Town-Owned Fields, Town-Leased or Town-Rented Fields  
associated with a sporting event.*

In consideration of the permission granted to the participant/league or other organization not affiliated with the Town of Henniker Athletic Committee named below to participate or use Town property for any event, including fundraising purposes and sports or entertainment activities, including such activities as providing and selling goods at snack bars, vending of items such as souvenirs and the like, I/we SHALL RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE TOWN OF HENNIKER, their agents and employees, from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property, or resulting in the death of the named participant while the named participant participates in an activity that uses an above mentioned facility.

I/we further agree to indemnify the TOWN OF HENNIKER, their agents and employees, from any and all liability, loss or damage, including but not limited to, bodily injury, illness (including food poisoning) death or property damage, which the TOWN OF HENNIKER, their agents and employees, become legally obligated to pay, including reasonable attorneys fees and costs, resulting from claims, demands, costs or judgments, against the TOWN OF HENNIKER, their agents and employees, on account of injury to the person or property, or resulting in the death of the named participant whether or not such liability is sole, joint or several. *All conditions of the Town's lease agreement with the U.S. Army Corp property must be in compliance including the provision that 'for profit private vendors' are not allowed to participate in any selling of food, souvenirs or any other items for sale.*

I/we, the person representing the organization responsible for use, rental or lease provided, the undersigned, have read this release and understand all its terms. I/we have executed this release on this date indicated next to my/our names.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Representative (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative (printed name)

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Town of Henniker, Town Administrator (signature)

\_\_\_\_\_  
Date