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RELEASE AND WAIVER OF LIABILITY OF RISK, INDEMNITY and PARENTAL CONSENT AGREEMENT ("Agreement")

For Participation in the Blackstone River Valley Greenway Challenge on _

Year

Date

IN CONSIDERATION of being permitted to participate in any way in the Blackstone River Valley Greenway Challenge featuring bicycling, running and paddling activities ("activities") I for myself, my personal representatives, assigns, heirs and next of kin:

- 1. I ACKNOWLEDGE, agree and represent that I understand the nature of BICYCLING, RUNNING and PADDLING activities and that I am qualified, in good health and in proper physical condition to participate in such activities. I further acknowledge that the activities will be conducted over roads, trails, rivers, lakes, and facilities open to public during the activities and upon which the hazard of traveling are to be expected. I further agree and warrant that at anytime I believe conditions to be unsafe: I will immediately discontinue further participation in the activities.
- 2. I FULLY UNDERSTAND that: a) BICYCLING, RUNNING and PADDLING activities involve RISKS and DANGERS which may cause SERIOUS BODILY INJURY, including PERMANENT DISABILITY and DEATH ("Risks"); b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activities, the condition in which the activities take place, or the negligence of the "Releases" named below; c) there may be other risks and social and economic losses either not known to me or readily foreseeable at this time, and I FULLY ACCEPT and ASSUME all such risks and all RESPONSIBILITY for losses, costs, and damages I incur as a result of my participation in the activities.
- 3. I HEREBY RELEASE, DISCHARGE AND COVENANT 'NOT TO SUE' the Whitin Community Center and the Blackstone River Valley Greenway Challenge Steering Committee, their sponsors, their respective administrators, directors, agents, volunteers, employees, other participants, advertisers and if applicable, owners and lessors of premises on which the activities take place (each considered to be one of the "RELEASES" herein) from all LIABILITY, CLAIMS, DEMANDS, LOSSES, or damages on my account cause or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations, and I further agree that if, despite the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, or any one on my behalf, makes a claim against any of the "releases", I will indemnify, save and hold harmless each of the "releases" from any allegations, expenses, attorney fees, liability, damage or cost which may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portions of this agreement are held to be invalid, the balance, notwithstanding shall continue in full force and effect.

Participant's Signature

Print Name

Date

Participant's Address

City, State, Zip

Day Telephone

Participant's Date of Birth DD/MM/YYYY

I am the above minor's parent and/or legal guardian and I have read the above and understand the nature of aforementioned activities and the minor's experiences and capabilities and I believe MINOR to be qualified to participate in such activities. I hereby RELEASE, DISCHARGE, COVENANT NOT TO SUE and agree to indemnify and save and hold harmless each of the "Releases" from all liability, claims, demands, losses or damages on the minor's account caused or alleged to be caused in whole or in part of the negligence of the "releases" or otherwise, including negligent rescue operation and further agree that if, despite this release, I, the Minor or Anyone on the minor's behalf makes a claim against any of the "releases" named above, I will indemnify, save and hold harmless each of the "releases" from any litigation expenses, attorney's fees, loss, liability, damage or costs as may incur as the result of any such claim.

Parent/Guardian Signature (Required if participant is under age 18)

Print Name of Parent/Guardian

Date