



**TOWN of PETERSHAM
OFFICE of the SELECTBOARD**

3 South Main Street • P.O. Box 486 • Petersham, Massachusetts 01366

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WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Position/Project: Town of Petersham Wood Bank Volunteer

1. In consideration for receiving permission to [NAME] volunteer at Town's Wood Bank I hereby release, waive, discharge, and covenant not to sue the Town of Petersham, officials, agents, grantors, or employees (hereinafter referred to as "the Town"), from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the Town or otherwise, while participating in such activity or while in, on, or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with the above-stated project and I hereby elect to voluntarily participate in said project with full knowledge that said project may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such a project, whether caused by the negligence or the Town or otherwise.
3. I further hereby agree to indemnify and hold harmless the Town from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my participation in said project, whether caused by negligence of the Town or otherwise.
4. I am aware that I should review and maintain my own personal insurance policy. I understand the Town does not maintain any insurance policy covering any circumstance arising from my participation in this project or any project associated with or facilitating that participation.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the Town of Petersham. Additionally I hereby agree that this Waiver of Liability binds myself and the above named persons to hold harmless the Alliance for Green Heat and shall be deemed as a release, waiver, discharge, and covenant not to sue the Alliance for Green Heat. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate, and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this ____ day of _____, 20__

Participant Signature / Name / Address:

Witness Signature: _____