

**City of Concord NH Adopt-A-Spot Program
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to participate in *City of Concord Adopt-A-Spot Program*, the UNDERSIGNED, for himself/herself and such personal representatives, assigns, heirs, and next of kin (hereinafter referred to as "UNDERSIGNED"), hereby acknowledges, agrees and represents that he or she has had an opportunity to inspect and carefully consider such premises and facilities and/or the affiliated program. It is further warranted that such entry into the premises for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program are accepted by the UNDERSIGNED as being safe and reasonably suited for landscaping and beautification as part of the City of Concord Adopt-A-Spot Program by the UNDERSIGNED and/or their assigns. It is further warranted that the UNDERSIGNED is fully aware of the unusual risks involved and hazards connected with participation in the Adopt-A-Spot Program, including but not limited to travel risks and/or risks inherent in activities undertaken as part of the Adopt-A-Spot Program.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ADOPT-A-SPOT PROGRAM INCLUDING TO ENTER THE PREMISES LOCATED AT _____ (ADDRESS OF ADOPT-A-SPOT LOCATION), THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the **CITY OF CONCORD**, its **Council members, directors, officers, agents, representatives, and employees** (hereinafter referred to as "RELEASEES") from all liability to the UNDERSIGNED for any loss or damage, and any claim or demands therefore on account of injury to the person or property (including death) of the UNDERSIGNED, whether caused by the negligence of the RELEASEES or otherwise while the UNDERSIGNED is/are in, upon, or about the premises while participating in the City of Concord Adopt-A-Spot Program.
 2. THE UNDERSIGNED HEREBY ELECTS TO VOLUNTARILY PARTICIPATE in said activity with full knowledge that said activity may be hazardous to UNDERSIGNED and their person/property. The UNDERSIGNED voluntarily assumes full responsibility for any and all risks of loss, property or personal/bodily injury, including death, which may be sustained as a result of being engaged in the Adopt-A-Spot, whether caused by the negligence of RELEASEES or otherwise.
 3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the RELEASEES from any loss, liability, damages or costs they may incur due to the presence of the UNDERSIGNED in, upon or about the **CITY OF CONCORD** premises or in any way observing or using any facilities or equipment of the City of Concord in conjunction with the Adopt-A-Spot Program whether caused by the negligence of the RELEASEES or otherwise.
 4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the UNDERSIGNED due to negligence of RELEASEES or otherwise while in, about or upon the premises of the **CITY OF CONCORD** while participating as a volunteer in the Adopt-A-Spot Program.
 5. THE UNDERSIGNED HEREBY WARRANTS that this **Release and Waiver of Liability and Indemnity Agreement** shall bind the members of the UNDERSIGNED's family and spouse, if UNDERSIGNED is alive, and their heirs, assigns and personal representatives if deceased and shall be deemed a release, waiver, discharge and covenant not to sue the above named RELEASEES.
- THE UNDERSIGNED further expressly agrees that the foregoing **Release and Waiver of Liability and Indemnity Agreement** is intended to be as broad and inclusive as is permitted by the law of the State of New Hampshire and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE AND I UNDERSTAND ITS CONTENT.

DIRECTIONS FOR BUSINESSES AND CIVIC GROUPS: Please have each person volunteering from your organization sign below. Please use multiple copies of this form if necessary to accommodate all volunteers.

Print Participant's Name	Age (if under 18)	Signature of participant <i>(If under 18 years old, parent or guardian must also sign for them)</i>	Date	Signature of Parent or Guardian if participant is under 18
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