



# OFFICE OF THE TOWN MANAGER

TOWN OF TEWKSBURY

TOWN HALL

1009 MAIN ST

TEWKSBURY, MASSACHUSETTS 01876

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TOWN MANAGER

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## INDEMNIFICATION FORM TOWN OF TEWKSBURY

In consideration of being allowed to participate in the Tewksbury Community Market in any way during the 2020 Season, related events and activities, (the "Event(s)") I,

\_\_\_\_\_ the undersigned, agree:

(Print Name and Organization)

1. To accept personal responsibility for any damages relating to or resulting from serious injury, permanent disability, death, and severe social and economic losses, which might result not only from my own actions, inactions or negligence but the actions, inaction and negligence of others, the rules of play, or the condition of any and all premises or of any equipment used, and, further, for any other risks not known to me or reasonably foreseeable at this time.
2. To forever release (not file any claim) against the Town of Tewksbury or any of its employees, agents, board members, and/or volunteers, (the "Releases") from any and all claims, rights of action and causes of action of any kind whatsoever that may have arisen in the past or may arise in the future, directly or indirectly, from personal injuries or death to me or property damage resulting from my participation in said Event(s), regardless whether caused, in whole or in part, by negligence of any kind by the Town or the Releases.
3. To indemnify, defend, and hold harmless the Releases against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future directly or indirectly arising from personal injuries or death to me or property damage resulting from my participation in said Event(s), regardless whether caused, in whole or in part, by negligence of any kind by the Town or the Releases.
4. I do hereby agree and affirm that I will fully and completely indemnify the town for any costs damages and/or legal fees associated in anyway with my involvement in the Town of Tewksbury Community Market.
5. That my participation in said Event(s) is voluntary and that I am free to choose not to participate in said Event(s). By signing this Form, I affirm that I have decided to participate in said Event(s) with full knowledge that the Releases will not be liable for

personal injuries and property damage that I might suffer as a result of participating in said Event(s).

6. That I have read this Form with care and that I understand the contents of this Form. I understand and acknowledge that this Form is a legal instrument, which may affect my legal rights and that I was afforded the opportunity to have this Form reviewed by legal counsel of my choice before my signing this Form.

I sign this Form voluntarily and freely without duress. I represent that I am eighteen years (18) old or older. I acknowledge that the Releases have made no representation of fact or opinion to me, which in any manner has induced me to agree to sign this Form.

Witness(es) to Signature:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signed:

\_\_\_\_\_

Date: \_\_\_\_\_