

TOWN OF DUXBURY

Conservation Commission Volunteers

******Please read this document thoroughly before completing and signing******

The Town of Duxbury is pleased to offer you the opportunity to participate as a volunteer in the following activities and/or operations of the Duxbury Conservation Commission:

_____. Participation in this project can be a rewarding contribution to and a show of support for the Town. However, you should be aware that participation in such activities may expose you to harm or injury. The attached Release of Claims, Indemnity and Hold Harmless Agreement absolves the Town of Duxbury and its officials, employees, contractors and others from liability or responsibility for any harm or injuries you may suffer during or as a result of your participation in the above referenced activities of the Conservation Commission. It also provides that the Town will not be liable or responsible for harm to others resulting from your participation as a volunteer. Please consult with an attorney if you have any questions regarding this document.

Participant's Information:

Name: _____

Address: _____ Telephone: _____

Date of Birth: _____

Emergency Contact:

Name: _____

Telephone: _____

TOWN OF DUXBURY

Conservation Commission Volunteers

Release of Claims, Indemnity and Hold Harmless Agreement

I, _____, in consideration of the opportunity to participate in operations and/or activities of the Town of Duxbury Conservation Commission, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Duxbury, its employees, agents, officers, volunteers, contractors, volunteers and any and all individuals and organizations assisting or participating in programs of the Town or any of its departments and/or assisting in the operations and/or activities of the Conservation Commission (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries to me and/or property damage I may suffer as the result of my participation as a volunteer in the operations and/or activities of the Town.

I further acknowledge that my participation is voluntary and may expose me or my property to the risks resulting from the use of tools and equipment by myself and other volunteer workers and/or other activities. I therefore also promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees 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, including damages, costs and attorneys' fees, arising from personal injuries to me and/or to others and/or property damage resulting from my participation in such activities. I hereby further covenant for myself, my successors and assigns not to sue the Releasees on account of any such claim, demand or liability.

I further affirm that I have read this Release of Claims, Indemnity and Hold Harmless Agreement, and that I understand the contents of this Agreement. I understand that my participation in Town operations and activities is voluntary and that I am free to choose not to participate in said operations and activities. By signing this Agreement, I affirm that I have decided to participate as a volunteer for the Town with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I or others may suffer as a result of my participation as a volunteer in the operations and/or activities of the Town.

Witness my hand and seal this _____ day of _____.

Name (Printed)

Signature

Witness

THIS FORM MAY NOT BE ALTERED

TOWN OF DUXBURY

Conservation Commission Volunteers

Parental Release of Claims, Indemnity and Hold Harmless Agreement

*(**this form must be completed if Volunteer is under the age of eighteen)*

I/We, the undersigned father, mother or guardian (*circle or insert legal relationship to student, e.g., "parent," "guardian"*) of _____ (*insert name of minor*)("my/our child"), a minor, do hereby consent to my/our child's participation as a volunteer in the operations and/or activities of the Town of Duxbury Conservation Commission.

I/We also agree to forever RELEASE the Town of Duxbury, its employees, agents, officers, volunteers, contractors, volunteers and any and all individuals and organizations assisting or participating in programs of the Town or any of its departments and/or assisting in the operations and activities of the Conservation Commission (the "Releasees") from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, from known and unknown personal injuries to my child and/or property damage I/we or my child may suffer resulting from my child's participation as a volunteer in the operations and/or activities of the Town which I/we may now or hereafter have as the parent(s) or guardian(s) of said minor child and which said minor child has or hereafter may acquire, either before or after reaching majority.

I/We further acknowledge that my child's participation is voluntary and that such participation may expose my child or my property or my child's property to the risks resulting from the use of tools and equipment by my child and other volunteer workers and/or other activities. I therefore also promise, to INDEMNIFY, REIMBURSE, DEFEND, and HOLD HARMLESS the Releasees 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, including damages, costs and attorneys' fees, arising from personal injuries to my child and/or others and/or property damage resulting from my child's participation in such activities.

I/We hereby further covenant for myself/ourselves, my/our successors and assigns not to sue the Releasees on account of any such claim, demand or liability.

I/We further affirm that I/we have read this Release of Claims, Indemnity and Hold Harmless Agreement, and that I/we understand the contents of this Agreement. I/We understand that my/our child's participation in Town operations and activities is voluntary and that my/our child and I/we are free to choose not to participate in said operations and activities. By signing this Agreement, I/we affirm that I/we have decided to allow my/our child to participate as a volunteer for the Town with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage my/our child or I/we and/or others may suffer as a result of my/our child's participation as a volunteer in operations and/or activities of the Town.

Signed under the pains and penalties of perjury on this _____ day of _____.

Parent(s) or Guardian(s) of:

Volunteer

Printed Name

Signature

Printed Name

Signature

THIS FORM MAY NOT BE ALTERED