

**TOWN OF EAST WINDSOR WAIVER, HOLD HARMLESS AGREEMENT
AND RELEASE OF LIABILITY**

In consideration for the privilege of participating in The American Heritage River Commission's 1st Annual Cardboard Boat Race on July 1, 2012 in East Windsor, the undersigned hereby agrees that:

1. I understand that there are inherent risks involved with the event, including the risk of serious physical injury or death and **I FULLY ASSUME ALL RISKS ASSOCIATED WITH the event, EVEN IF DUE TO THE NEGLIGENCE OF the Town of East Windsor AND THEIR AGENTS, SERVANTS OR EMPLOYEES**, including but not limited to: [Variations in the river conditions, steepness and terrain; the presence of objects beneath the water surface such as rocks, debris and tree stumps; collisions with objects both on and off the river such as, trees, rocks, , barriers, employees, volunteers, other patrons and spectators; equipment failure; lack of safety devices or inadequate safety devices; lack of warnings or inadequate warnings; lack of instructions or inadequate instructions; and the like.

I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of East Windsor AND THEIR AGENTS, SERVANTS OR EMPLOYEES** from any and all claims, suits or demands by anyone arising from the event **INCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF the Town of East Windsor AND THEIR AGENTS, SERVANTS OR EMPLOYEES**.

2. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, **HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE the Town of East Windsor AND THEIR AGENTS, SERVANTS OR EMPLOYEES** for money damages for personal injury sustained by me while participating in the event **EVEN IF DUE TO THE NEGLIGENCE OF the Town of East Windsor AND THEIR AGENTS, SERVANTS OR EMPLOYEES**.

I HAVE READ THIS WAIVER, HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

PARTICIPANT'S SIGNATURE

PARTICIPANT'S PRINTED NAME

DATE

CONSENT OF PARENT OR GUARDIAN

This is to certify that I, as parent or guardian with legal responsibility for this participant, do hereby consent and agree to his or her release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of East Windsor AND THEIR AGENTS, SERVANTS OR EMPLOYEES** from any and all claims, suits or demands by anyone arising from said participant's participation in the event **INCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF the Town of East Windsor, AND THEIR AGENTS, SERVANTS OR EMPLOYEES**.

PARENT'S/GUARDIAN'S SIGNATURE

PARENT'S/GUARDIAN'S PRINTED NAME

DATE