



# TOWN OF TOPSFIELD

## FIELDS/FACILITIES RESERVATION RECEIPT OF POLICY STATEMENT AND INDEMNIFICATION

### SPORTS LEAGUES/ORGANIZATIONS

*Any team or league violations will be handled at the discretion of the Recreation and DPW Department and on a case by case basis.*

### **ACKNOWLEDGEMENT OF RECEIPT OF POLICY**

The Town of Topsfield is pleased to offer you the opportunity to use one, or more, of our town facilities (the "Facility"). However, you should be aware that use of, and participation in activities conducted at, the Facility and may expose you to harm or injury. The attached Release of Claims, Indemnity and Hold Harmless Agreement absolves the Town of Topsfield, and its officials, employees, and volunteers from liability or responsibility for any harm or injuries you may suffer during or as a result of your use of the Facility and involvement in programs and services taking place at the Facility. It also provides that the Town will not be liable or responsible for harm to others resulting from your use of the Facility and programs and services taking place at the Facility. Please consult with an attorney if you have any questions regarding this document.

### **Release of Claims, Indemnity and Hold Harmless Agreement**

I, \_\_\_\_\_, agree to abide by the Town of Topsfield Rules and Regulations, as may be amended, and I hereby acknowledge that use of the Facility and participation in any programs and events at the Facility is voluntary and may expose me or my property to risks resulting from such use of the Facility or participation in such programs and events by myself and others. Therefore, in consideration of the opportunity to use, and participate in programs and events at, the Facility, and for other good and valuable consideration hereby acknowledged, I agree to forever RELEASE the Town of Topsfield, its employees, agents, officers, and volunteers (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, 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 myself or property damage resulting from my use of, and participation in programs and events at, the Facility, which I or my heirs, successors, or assigns may have as the result of my use of the Facility and participation in such programs and events.

I further acknowledge that use of, and participation in programs and events at, the Facility may expose others or their property to risks resulting from such use or participation in such programs or events by myself and others. 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 claims for damages, costs and attorneys' fees, by others or by me or my heirs, successors, or assigns arising from personal injuries to myself or others or property damage resulting from my use of, and participation in programs and events at, the Facility.

I hereby further covenant for myself, my heirs, successors and assigns not to sue said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above-mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the above-mentioned parties from liability relating to any accident and resulting injuries and/or death that may occur while using the Facility and participating in programs or events at the Facility.

\_\_\_\_\_  
Signature of Applicant (Must be 18 or older)

\_\_\_\_\_  
Date

**NOTE: This form is to be returned with the permit application indicating the applicant has read and agrees to the terms listed in this document.**