

TOUR DE CRÈME

MAY 21, 2017

RELEASE, COVENANT NOT TO SUE AND ASSUMPTION OF RISK AGREEMENT FOR VOLUNTEERS

Please Read Before Signing

By signing this agreement I hereby acknowledge, agree and represent that I understand and specifically acknowledge the inherent risks involved in volunteering to assist with the Tour de Crème. I knowingly and freely accept and assume all of those risks. In addition, I knowingly and freely accept the risks of traveling to, from and between Tour de Crème event locations. I acknowledge that the Mattapoissett Land Trust, Inc. and the Friends of the Mattapoissett Bicycle and Recreational Path will not be supervising or have control over my volunteer activities.

Further, I acknowledge and agree that there are risks of injury from the activities involved in volunteering to assist with the Tour de Crème. I knowingly and freely assume all such risks, both known and unknown, of my participation as a Tour de Crème volunteer and assume full responsibility for my participation and any injury or damage that results therefrom.

I willingly agree to abide by any stated and/or customary terms and conditions for my volunteer participation in this event and to exercise reasonable care in such participation. If, however, I observe any unusual condition or hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the nearest, appropriate person and/or people.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and discharge and covenant not to sue either (1) the Mattapoissett Land Trust, Inc., its trustees, officers, officials, agents and employees or (2) the Friends of the Mattapoissett Bicycle and Recreational Path, its trustees, officers, officials, agents and employees, or (3) other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Tour de Crème takes place ("Releasees") with respect to any and all injury, disability, death, or loss or damage to persons or property, arising from my participation in the Tour de Crème and not arising out of the gross negligence of the Releasees, to the fullest extent permitted by law, provided that the foregoing exception does not affect the scope or effect of the Agreement with respect to any Releasees who or which is not grossly negligent.

I hereby grant permission to the Releasees to take and use photographs and/or digital images of me for use in news releases, promotional and/or educational materials. These materials might include printed or electronic publications, Web sites or other electronic communications. I further agree that my name and identity maybe revealed in text or commentary in connection with the images(s). I authorize the use of these images without compensation to me. All negatives, prints, and digital reproductions shall be the property of the Releasees.

I have been provided a copy of this Agreement and have read and understood the above Release, Covenant Not to Sue and Assumption of Risk Agreement and sign it freely and voluntarily without any inducement. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I also understand that the Releasees are relying on my agreement to the terms hereof in permitting me to participate in the Tour de Crème only upon such agreement.

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER AGE 18:

THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, DO CONSENT AND AGREE TO HIS/HER RELEASE AND OTHER TERMS OF THIS AGREEMENT AS PROVIDED ABOVE WITH RESPECT TO THE NAMED RELEASEES.