

Town of Winchester Field and Court Liability Waiver

Player Name: _____ Age: _____ D.O.B. _____

Sport: _____

Parent/GuardianName(s): _____

Address: _____ Phone: _____

PLEASE READ CAREFULLY BEFORE SIGNING:

In consideration of the Town of Winchester (The Town) allowing me/my child the use of the field(s)/court(s) owned by The Town, I _____ the undersigned, acknowledge, appreciate and agree that:

1. I accept the field(s) and/or court(s) for use AS IS.
2. I have received instructions on the use of the field(s) and/or the court(s) and fully understand its use and function. I have received satisfactory answers to any questions I may have regarding the field(s) and/or court(s)
3. I accept and clearly understand that any sports, recreational and other similar activities involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from participation in said sports and/or recreational activities, which relate in any way to the use of the field(s) and/or court(s), or from any other activity at the The Town fields or Courts. I AGREE TO RELEASE The Town of Winchester, from all liability for injury, death, and property loss and damage that results from participation in said sports and/or recreational activities, is in any way related to the use of the field(s) and/or court(s), or is related to any other activity at The Town fields/courts including all liability that results from NEGLIGENCE of RELEASEES, or any other person or cause.
4. I further agree to DEFEND and INDEMNIFY RELEASEES for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to use of the field(s) and/or court(s), participation in said sports and/or recreational activities or from any other activity at the The Town of Winchester fields/courts. I acknowledge this agreement is governed by the applicable laws of the state of Massachusetts. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the State or Federal Courts of Massachusetts. If any provision of this agreement is determined to be unenforceable all other provisions shall be given full force and effect. I intend this document to be interpreted as broadly as permissible by Massachusetts law.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN MYSELF AND THE RELEASEES AND I SIGN IT OF MY OWN FREE WILL.

Participant Signature/Parent Guardian if under 18: _____ Date: _____