

**TOWN OF ARLINGTON
LEGAL DEPARTMENT**



**Waiver, Release of All Claims, and Hold Harmless Agreement:
COVID-19 Pilot For Preschool & Afterschool and Other Business Activities
on Park & Recreation Property**

READ CAREFULLY

Please read this form carefully and be aware that, in signing and engaging in private business enterprise under the terms of this agreement, including but not limited to outdoor fitness, arts, and other business activities and related, preparation, storage, and maintenance activities, (hereinafter "Business Activity") located on Park & Recreation property located at:

_____ (*premises address*),

() will be waiving and releasing all claims that you, the business, its employees, agents, and customers or participants might sustain for injuries or death arising out of the Business Activity.

1. () hereby agrees to assume the full risk and responsibility of any injuries, including death, damages or loss which owners, employees, agents, representatives, customers, users, or participants or other individuals may sustain as a result of participating, in any manner, in any and all activities connected or associated with the Business Activity, and/or conditions created or caused by the Business Activity.
2. () further agrees to waive and relinquish any and all claims that () may have as a result of participating in this Business Activity against the Town of Arlington, any and all other participating or cooperating governmental units, any and all, officers, agents, servants and employees of the Town of Arlington, that might be directly or indirectly liable for any injuries that () owners, employees, agents, representatives, customers, users, or participants or other individuals might sustain while engaging in the Business Activity. (The parties described in the preceding sentence are referred to as "released parties" in the remainder of the Agreement).
3. () does hereby, for itself and its successors, fully release and discharge the Town of Arlington and the other released parties from any and all claims for injuries, causes of action (including death), demands, losses, judgments, damages and expenses or loss which () owners, employees, agents, representatives, customers, users, or participants or other individuals may have or which may accrue to () or its successors on account of administration, management or participation in this Business Activity.
4. While engaged in this Activity, () further agrees to indemnify, hold harmless and defend, the Town of Arlington and any and all other released parties, from any and all claims for injuries, causes of action (including death), demands, losses, judgments,

damages and expenses sustained by anyone, and arising out of, connected with, or in any way associated with the Business Activity.

5. () further acknowledges, understands and unconditionally agrees that it will regularly inspect and maintain the grounds and any equipment used, stored, or maintained associated with the Business Activity referred to herein and will remove any such equipment at the end of the period for which it is approved for placement by the Parks and Recreation Commission and/or the Town of Arlington, returning the land on which it sits to its original condition.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____, affirming that I am duly authorized to legally contract with the Town of Arlington on behalf of ().

(Signature)

(Printed Name)

(Title)