

**ROSE KENNEDY GREENWAY CONSERVANCY  
WAIVER, RELEASE AND INDEMNIFICATION**

Acknowledgement and Assumption of Risk. I hereby expressly, willingly and voluntarily assume any and all risks and liabilities arising out or resulting from my participation in this activity on the Rose Kennedy Greenway, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. Knowing the risks involved, I nevertheless agree to assume those risks and to release all the persons or entities mentioned below for any injury, death or damages which may occur to me or any other person. I further attest that I am physically fit and have not been advised not to participate by a qualified medical professional.

Release of All Claims. In consideration for receiving permission to participate in this activity, I, for myself and my respective assigns, successors, representatives, heirs, executors and administrators (collectively, the "Releasing Parties") hereby unconditionally and irrevocably release, discharge and waive, and covenant not to sue, the Rose Fitzgerald Kennedy Greenway Conservancy, Inc., the Massachusetts Department of Transportation, the City of Boston, and all entities or persons affiliated with, related to, or under common control with such entities, as well as each of their respective employees, officers, managers, members, partners, investors, lenders, agents, contractors, representatives, successors and assigns (collectively, the "Released Parties"), from any and all causes of action, claims, suits, liabilities, damages, judgments or demands, of any nature whatsoever, including but not limited to, any claims of negligence, which the Releasing Parties now have or may have in the future against any Released Party arising out of or in any way related to the activities, including, without limitation, claims on account of personal injury (including death), property damage, or accident of any kind, nature or description.

Indemnification. I hereby unconditionally and irrevocably agree to indemnify, defend and hold harmless the Released Parties from and against any causes of action, claims, suits, liabilities, damages, judgments, demands, costs, expenses, liabilities and obligations, of any nature whatsoever, including, without limitation, all attorneys fees and expenses, arising out of, resulting from, or in any way related to the loan or rental of the activities, including, without limitation, claims on account of personal injury (including death), property damage, or accident of any kind, nature or description.

I agree that this agreement is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

I hereby confirm that I have read the terms of this agreement, which shall have the effect of a instrument executed under seal.

**PARTICIPANT**

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
(If under 18 years old, Parent or Guardian must also sign.)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_