

**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 understand that I have a duty to exercise reasonable care for my own safety, and I agree to do so. Such reasonable care includes, but is not limited to, using proper safety equipment and operating tools and other equipment in accordance with manufacturer's instructions and only after receiving proper training. 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, administrators, and, as applicable, minors to which the signatory is a parent or legal guardian (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 (collectively, "Claims").

Indemnification. I hereby unconditionally and irrevocably agree to indemnify, defend and hold harmless the Released Parties from and against any Claims.

Media/Photographic Release. I hereby grant the Rose Kennedy Greenway Conservancy the irrevocable right to use forever any film, video tape, audio tape, photographs, slides, of combination thereof, for inclusion in any promotional or advertising purposes, and I agree to appear without pay.

Release of Liability for Minors. I, the undersigned parent or legal guardian of a minor participating in this program, attest that I am over 18 years of age and warrant that I have the legal authority to execute the above agreement on my child or legal ward's behalf. I have read the foregoing Waiver, Release and Indemnification and I hereby (i) acknowledgement and assume the risks described above on the minor's behalf (ii) execute this agreement as a Releasing Party with respect to any Claims that I now or may have in the future as the parent or guardian of such minor, and also with respect to any Claims which said minor has or hereafter may acquire, and (iii) agree to indemnify the Released Parties as set forth.

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 an instrument executed under seal.

PARTICIPANTS

<u>Volunteer's Printed Name:</u>	<u>Signature of Volunteer (or Parent/Guardian):</u>	<u>Date:</u>	<u>Email:</u>	<u>Add to eNews list?</u>
1.				Y/N
2.				Y/N
3.				Y/N
4.				Y/N
5.				Y/N
6.				Y/N
7.				Y/N
8.				Y/N
9.				Y/N
10.				Y/N
11.				Y/N
12.				Y/N
13.				Y/N
14.				Y/N
15.				Y/N
16.				Y/N