



Town of Exeter  
Recreation Department Release and Waiver of Liability  
RECREATION DEPARTMENT RELEASE AND WAIVER OF LIABILITY

**Carefully read every line of this release and waiver of liability. It prevents you from bringing liability claims against the Town of Exeter and its officials, employees, agents, volunteers and representatives.**

The Town of Exeter through its Recreation Department rents or issues recreational winter sports equipment, including but not limited to snow shoes. I understand and acknowledge that the use of the item(s) involves risk of serious injury, including permanent disability and death and that I am knowingly and voluntarily accepting those risks and releasing the Town from liability related to my use of the equipment by my consent to the terms below.

In consideration of renting, borrowing or using recreational winter sports equipment, the undersigned:

1. Releases, waives, discharges, covenants not to sue, indemnifies and holds harmless the Town of Exeter, its officials, employees, agents, volunteers and representatives (hereinafter "Releasees") from any and all liability to the undersigned, and his/her representatives, heirs, and successors in interest (hereinafter "undersigned") for any and all loss, injury, illness or damage, and any claim or demands therefore on account of death, injury or illness of the undersigned or damage to the property of the undersigned whether caused by the negligence of the Releasees or otherwise, arising from or related to the undersigned's possession, handling or use of rented or borrowed recreational winter sports equipment. **(Undersigned's initials here \_\_\_\_\_)**
  
2. Assumes full responsibility for all risks of bodily injury, personal injury or property damage, including but not limited to death, paralysis, brain injury, heart attack, cardiovascular injury, stroke, aneurysm, cuts, broken bones, torn tendons or ligaments, torn muscles, spinal injury, damage to organs, disease, infection, emotional distress, illness, frost bite, hypothermia, heat exhaustion, heat stroke, sunburn, and any other physical or emotional injury, medical or psychiatric condition or complication of any kind whatsoever, due to any cause, including the negligence of Releasees or otherwise, arising from or related to the undersigned's possession, handling or use of rented or borrowed recreational winter sports equipment. **(Undersigned's initials here \_\_\_\_\_)**
  
3. Represents and warrants:
  - (a) that he/she acknowledges and agrees to obey all state, federal and local regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating, using, having temporary custody and control of Equipment. Undersigned shall be solely responsible for any citation or violation incurred during undersigned's use of Equipment, as a result of undersigned's use of Equipment, and/or while undersigned has temporary custody and control of Equipment;  
**(Undersigned's initials here \_\_\_\_\_)**
  
  - (b) that he/she acknowledges that possession, handling and use of rented or borrowed recreational winter sports equipment, like any form of strenuous recreational winter sports activity, involves the risk of serious bodily and psychiatric injury, death and property damage; **(Undersigned's initials here \_\_\_\_\_)**

(c) that some of the risks of harm include, but are not limited to, intense physical activity, exhaustion, fatigue, dehydration, heat stroke, sunburn, injury or harm from lifting or controlling the equipment, inexperience, lack of skill, inadequate instruction, negligent permitting, regulation, supervision, control, response, prevention or oversight, slippery surfaces, obstacles which might cause trip and falls, pre-existing health problems, carelessness and negligence of Releasees, equipment failures, design defects, adverse weather conditions, dangerous and/or varied wind and snow conditions, lightning, currents, exposure to hidden or obvious obstructions, the equipment itself, other persons snow shoeing and using recreational winter sports equipment, and other vessels, rocks and any other risk of harm whatsoever that one might encounter in relation to possessing, handling or using recreational winter sports equipment.

**(Undersigned's initials here \_\_\_\_\_)**

(d) that he/she understands the above list of possible risks is not exhaustive and that unknown and/or unanticipated risks may result in property damage, bodily injury, personal injury, or death; **(Undersigned's initials here \_\_\_\_\_)**

(e) that he/she has read every line of this Release and Waiver of Liability carefully and had an opportunity to review it with legal counsel (should the Undersigned so desire); and **(Undersigned's initials here \_\_\_\_\_)**

(f) that he/she is in good health and has no preclusive medical condition. **(Undersigned's initials here \_\_\_\_\_)**

This Release and Waiver of Liability shall be binding to the fullest extent permitted by law. If any provision of this Release and Waiver of Liability is found to be invalid or unenforceable, any such provision shall be divisible, and shall not affect in any way the remaining provisions, which shall remain in full force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY.**

S/ \_\_\_\_\_  
Signature of Adult Observer and/or Participant

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

\_\_\_\_\_  
Name of Adult Observer and/or Participant (Please Print)

**FOR PERSONS OF MINORITY AGE (under 18 years-old):** By my signature below, I certify that I am the parent or legal guardian of the minor identified below, that I am 18 years-old or older, and that I consent to this Release and Waiver of liability individually as well as on behalf of and as the parent or legal guardian of the minor identified below.

Name of Minor (Please Print): \_\_\_\_\_

S/ \_\_\_\_\_  
Signature of Parent or Legal Guardian

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

\_\_\_\_\_  
Name of Parent or Legal Guardian (Please Print)

D.O.B of Minor: \_\_\_\_\_