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| **cityseal1**  DOMINICK PANGALLO MAYOR | CITY OF SALEM, MASSACHUSETTS  **Cemetery/Shade Tree/Open Space Department**  GREENLAWN CEMETERY  57 ORNE STREET  SALEM, MA 01970  TEL. 978-745-0195 FAX 978-741-7041 | CONOR MORGAN  ACTING TREE WARDEN |

**PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND**

**INDEMNITY AGREEMENT**

**Participant’s Name**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Participant’s Date of Birth:** \_\_\_/ \_\_\_/ \_\_\_\_\_\_

**Parent/Legal Guardian (if applicable)**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Home Phone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Work Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Cell Phone:** \_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of being permitted to participate in the SALEM TREE STEWARD PROGRAM, (hereinafter “Program”) I, the undersigned, on behalf of myself or the participant listed above (hereinafter “Participant”), my heirs, personal and/or legal representatives, next of kin, and assigns (hereinafter collectively referred to as “I” or “ME”), CONSENT to the Participant’s participation in the Program and hereby:

1. RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the City of Salem, its agents, servants, employees, officials, volunteers, contractors, representatives (hereinafter the “City”) from any and all liability, claims, demands, actions, suits, loss and causes of action whatsoever arising out of or related to any loss, damage, or injury, including, but not limited to, death, illness, injury and/or disease, and including any death, illness, injury and/or disease in any way related to or arising out of the novel coronavirus, that may be sustained by the Participant and/or arising out of or related to the Participant’s participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory. This Participant Release, Waiver of Liability, and Indemnity Agreement shall not apply to any injury or harm (including death) caused by gross negligence.
2. AGREE TO INDEMNIFY, SAVE and HOLD HARMLESS the City from any and all liability, claims, demands, actions, suits, loss, and causes of action and any cost it may incur, including court costs and attorneys’ fees, arising out of or related to the Participant’s participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory.
3. ACKNOWLEDGE that the Participant’s participation in the Program may be dangerous and may involve the risk of serious injury and/or illness, and/or death and CONSENT to the Participant’s voluntary participation and ASSUME full responsibility for any risk of loss, death, illness, injury and/or disease which I and/or the Participant may sustain arising out of or related to the Program whether known or unknown and whether caused by the negligence of the City or otherwise.
4. AGREE that this Participant Release, Waiver of Liability, and Indemnity Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts and that, in the event any portion of this document is deemed unlawful or unenforceable, said portion shall be severable and the balance of the terms shall continue in full legal force and effect.
5. AGREE that I, the undersigned, hereby execute this Participant Release, Waiver of Liability, and Indemnity Agreement on the Participant’s behalf or for myself. I understand that by executing this agreement, I am binding the Participant and me to the terms of this Participant Release, Waiver of Liability, and Indemnity Agreement.

I HAVE READ THIS PARTICIPANT RELEASE, WAIVER OF LIABILTY, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHTS AND THE RIGHTS OF THE PARTICIPANT BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Participant Signature (Non-minor) Date

Parent/Legal Guardian Signature Date

**Description of Project**