



The Trustees of Reservations

Waiver of Liability, Assumption of Risk and Indemnity Agreement

Waiver: In return for being permitted to participate in the following activity or program (“Activity”), including any associated use of the premises, facilities, staff, equipment, transportation, and services of The Trustees, I, for myself, heirs, personal representatives, and assigns, **do hereby release, waive, discharge, and promise not to sue** The Trustees of Reservations, its directors, officers, employees and agents (“The Trustees”), from liability **from any and all claims, including the negligence of The Trustees**, resulting in personal injury (including death), accidents or illness, and property loss, in connection with my participation in the Activity and any use of The Trustees premises and facilities.

Description of Activity: SummerQuest is a day-camp based at the Crane Estate in Ipswich, MA. Much of the programming takes place outdoors around the 2,100-acre estate, and campers engage in swimming and kayaking under the supervision of certified lifeguards. Campers also occasionally board a USCG-inspected riverboat with a licensed captain to or around Choate Island. All campers may ride in a 12-passenger van to get to the boat dock or beach. Stewards only will ride in the van offsite for scheduled field trips. Stewards taking part in the Great Rowing Adventure will do so on a 12-passenger surf dory operated by Lowell’s Boat Shop.

Date(s) of Activity: Nine weeklong sessions from June 24 to August 23, 2019

Assumption of Risk: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains, to 2) major injuries such as eye injury, joint or bone injury, heart attacks and concussions, to 3) catastrophic injuries such as paralysis and death.

Indemnification and Hold Harmless: Also agree to indemnify and hold The Trustees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees, arising out of involvement in The Activity, and to reimburse it for any such expenses incurred.

Severability: I further agree that this Waiver of Liability, Assumption of Risk and, Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion is held invalid the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of Massachusetts and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of Massachusetts.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I confirm that I am signing the agreement freely and voluntarily **and intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Participant Name (Print)

Date of Birth

Participant Signature

Date

If the Participant will be under the age of 18 at the time of the event/program, the Parent/Legal Guardian of the Participant hereby agrees to the above on behalf of the Participant.

Parent/Guardian Name (Print)

Parent/Guardian Signature

Date