



## Deep River Parks and Recreation Bus Trip

parkandrec@deepriverct.us  
860-526-6036

### **RELEASE OF LIABILITY, WAIVER TO CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

In consideration of the risk of injury while participating in the bus trip ("the activity") and as consideration for the right to participate, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby release any and all rights, claims, or causes of action of any kind arising out of my participation in the activity and do hereby release and forever discharge the Town of Deep River, Connecticut, its elected or appointed officials, the Parks and Recreation Commission, its director, officers, and volunteer Commission members from any physical or psychological injury, including but not limited to illness, paralysis, death, damages, or economic or emotional loss that I might suffer as a direct result of my participation in the aforementioned activity, including travelling to and from an event related to this activity.

I am voluntarily participating in the aforementioned activity and am aware of the risks associated with travelling to and from as well as participating in this activity, which may include but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity, including travel to, from and during the activity. I agree to indemnify and hold harmless Deep River Parks and Recreation against any and all claims, suits or actions of any kind for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys' fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else.

I understand that 'Tours of Distinction', a CT based company has been contracted by the Town to provide coach bus transportation, a driver, a tour director, the travel itinerary and tickets to venues when appropriate. While every attempt will be made to maintain the trip itinerary, it may change because of unforeseen circumstances. I have visited the 'Tours of Distinction' web site and read about the terms and conditions of their 'Buy 3, Go Free program'. I have purchased the optional travel insurance if I so desired.

Acting on my behalf, if the Town of Deep River, Ct incurs any of these types of expenses, I agree to reimburse the Town of Deep River, CT. I acknowledge that the Deep River Parks and Recreation Commission, and their director, chairpersons, volunteers, and all elected officials of the Town of Deep River, are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the town.

I acknowledge that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my, (or my minor children or any other minor in my party participating in the activity under my supervision), willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength.

Both me, as the Participant, and the Deep River Parks and Recreation as an agent of the Town of Deep River, CT, agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Furthermore, I understand that the bus will be leaving the venue at the specified time indicated and should I choose not to show up at the bus at the designated time that it will leave the venue without me. I fully acknowledge that I am responsible for any costs incurred and for any inconvenience for my own transportation home.

**I am aware that this is a release of liability and a contract and I affirm that I am 18 years old or older or the legal guardian of said minor in my care (that I have signed up for this trip) and I certify that I HAVE READ this agreement and fully understand its content. By signing this document, I am agreeing to all terms and conditions listed here-in. I am agreeing to this of my own free will.**

