



State of New Hampshire  
**Town of Kensington**

95 Amesbury Road  
Kensington, NH 03833

*Physical Address:*  
**243 Amesbury Road Unit #6**

**TOWN OF KENSINGTON PARKS AND RECREATION HOLD HARMLESS AGREEMENT**

The Town of Kensington is committed to operating its park and to conducting its recreation programs and activities in a safe manner and hold the safety of visitors and participants in high regard. The Town continually strives to reduce associated risks and insists that all visitors and participants follow safety rules and instructions that are designed to protect the visitors' and participants' safety.

In the event that injury or illness is sustained while participating in an activity or utilizing a facility, the undersigned hereby authorizes any emergency First Aid, medication, medical treatment or surgery deemed necessary by licensed medical personnel. The undersigned also gives permission for attending medical personnel to execute on the undersigned's behalf, permission forms if undersigned is not immediately available to do so.

Warning of Risk – Recreational activities/programs/facilities are intended to challenge and engage the physical, mental, and emotional resources of each participant. Despite careful and proper maintenance and preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury when visiting or participating in any recreational activity, program or facility. Understandably, not all hazards and dangers can be foreseen. Depending on the particular facility or activity, participants must understand that certain risks, dangers, and injuries due to inclement weather, contact with naturally occurring plants or animals, slipping, falling, poor skill level, or conditioning, carelessness, horseplay, unsportsmanlike conduct, inadequate or defective equipment, inadequate supervision, instruction or officiating, and all other circumstances inherent to indoor and outdoor park and recreation activities, programs or facility use exist. In this regard, it must be recognized that it is impossible for the Town of Kensington to guarantee absolute safety.

Waiver and Release of all Claims and Assumption of Risk - Please read this form carefully and be aware that in signing up and visiting or participating in identified programs, activities or facilities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you (or member, agent or employee of your group) might sustain as a result of participating in any and all activities connected with and associated with said programs, activities or facility use (including transportation services/vehicle operation, when provided). I recognize and acknowledge that there are certain risks of physical injury to visitors and participants in these programs, activities and facilities, and I voluntarily agree to assume the full risk of any and all injuries, including death, damages, or loss, regardless of severity, that I, members of my group or our agents may sustain as a result of said participation. I further agree to indemnify, waive and relinquish all claims as a result of visiting or participating in these programs, activities and facilities against the Town of Kensington including its officials, board members, agents, volunteers, and employees.

I do hereby fully release and forever discharge the Town of Kensington from any and all claims for injuries, damages, or loss that I may have or which may accrue to me, members of my group or our agents arising out of, connected with, or in any way associated with these visits, programs, activities or facilities.

I have read and fully understand the above important information, warning of risk, assumption of risk, waiver, and release of all claims.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rec Program: \_\_\_\_\_