



Activities at the Kittery Community Center  
By Outside Organizations  
**Waiver, Release, and Indemnity Agreement**

**Participant Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Male** \_ **Female** \_

**City, State, ZIP:** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_

**Parent/Guardian Name 1:** \_\_\_\_\_ **Daytime Phone:** \_\_\_\_\_

**Parent/Guardian Name 2:** \_\_\_\_\_ **Daytime Phone:** \_\_\_\_\_

**Email Address and Contact Person:** \_\_\_\_\_

**WAIVER, INDEMNITY, AND RELEASE OF LIABILITY**

**Identification of Risk:**

The undersigned participant (or the parent or guardian of the above-named participant who is a minor), understands that inherent and other risks involved in sporting, exercise, or other types of recreational sponsored activities could result in injuries or illness to the participant. I understand that these injuries might result not only from my actions but from the actions and inactions of others. Given this awareness, I, the undersigned participant (or the parent or guardian of the above-named participant who is a minor), nevertheless give my consent and permission for me or the minor participant to participate in all activities at the Kittery Community Center.

\_\_\_\_\_  
[initial]

**Waiver, Release, and Indemnity:**

**\*\* PLEASE READ CAREFULLY BEFORE SIGNING \*\***

I understand and hereby agree to assume all the risk which may be encountered with the participant's participation in activities at the Kittery Community Center. To the fullest extent allowed by law, I hereby release and hold harmless the Kittery Community Center and the Town of Kittery, its officials, agents and employees from any and all responsibility and legal liability for any property or personal injury damages to the participant resulting from any claim arising from my (or the minor's) participation in activities at the Kittery Community Center, and I will indemnify, hold harmless, and defend them if any and all liability, actions, causes of actions, claims, expenses, and damages on account of any property or personal damages or injuries sustained by the participant which may arise out of and in connection with any activity or participation by the participant or minor in activities at the Kittery Community Center.

\_\_\_\_\_  
[initial]

***(continued other side)***

Date:

First Name :

Last Name :

I expressly agree that this release, waiver & indemnity agreement is intended to be broad and inclusive in its terms and is to be interpreted as permitted by Maine law. If any portion hereof is held to be invalid or unenforceable, it is agreed that the remainder shall continue in full legal force and effect. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. I intend for this waiver, release, and indemnity agreement to be binding upon my relatives, personal representatives, heirs, and assigns.

This waiver does not release acts of gross negligence nor willful and wanton misconduct of any party.

I further state that I, the undersigned, have fully read the foregoing release, waiver, and indemnity agreement, as well as the identification of risk, and know the contents thereof and sign this document as my own free act and deed.

\_\_\_\_\_  
Participant signature

\_\_\_\_\_  
Print Name

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

**For participants under 18:**

I consent to the above person's participation in activities at the Kittery Community Center. I acknowledge for myself and/or as the parent or guardian with legal responsibility for the minor participant, I verify that I have the authority to enter into this Agreement on behalf of the minor participant.

\_\_\_\_\_  
Parent/Guardian signature if participant is a minor

\_\_\_\_\_  
Print Name

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