



Town of Chester
Municipal Office Building
84 Chester Street
Chester, New Hampshire 03036

KIDS FISHING DERBY REGISTRATION

PARTICIPANT(S) _____

ADDRESS _____ TOWN _____

TELEPHONE _____ E-MAIL _____

Release and Waiver of Liability and Indemnity Agreement

In consideration of the permission granted to the participant(s) named below to participate in the Kids Fishing Derby, I/we shall release, waive, discharge and covenant not to sue the Town of Chester, their agents and employees from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the named participant, whether caused by the negligence of the Town of Chester, its agents, employee or otherwise while the named participant participates in the Kids Fishing Derby. I/we further agree to indemnify the Town of Chester, their agents and employees from any and all liability, loss or damage including but not limited to bodily injury, illness, death or property damage which the Town of Chester, their agents and employees become legally obligated to pay including reasonable attorneys' fees and costs, as a result of claims, demands, costs or judgments against the Town of Chester, their agents and employees on account of injury to the person or property or resulting in the death of named participant whether or not caused by the negligence of the Town of Chester, their agents, employees and whether or not such liability is sole, joint or several. I/we am aware that participation in this program may present a strain on my child's body, or its parts and therefore I represent to the Town of Chester that to the best of my knowledge, my child is in proper physical condition to allow him/her to participate and that I/we assume the risk of participating. I/we understand that the above program involves traveling to various activity sites. I/we will accept full responsibility for the transportation of my child to and from these activities and I/we release, indemnify and hold harmless any person providing such transportation. I/we understand that in case of injury or illness, I/we will be notified. If it is impossible to contact me and it is an emergency, I/we hereby give permission to the attending physician to treat, hospitalize, administer anesthesia, or to order injections or surgery for the safety of my child. I/we, the parents/legal guardians, the undersigned, have read this release and understand all this terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on this date indicated next to my/our names.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have in many locations, prohibited the congregation of groups of people. The Town of Chester has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, Town of Chester cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase you or your child(ren)s risk of contracting COVID-19. By signing this agreement, I/we acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my/our child(ren) and I/we may be exposed to, or infected by COVID-19 by attending or participating in the Town of Chester or affiliate's program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/we acknowledge that attending or participating in the Town of Chester or affiliate programming will increase the risk that I/we or my child(ren) may be exposed to COVID-19. I/we understand

that the risk of becoming exposed to or infected by COVID-19 at the Town of Chester or affiliate’s program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town of Chester, employees, affiliate employees, volunteers and program participants and their families. I/we voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my/our child(ren) or myself/ourselves including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I/we or my/our child(ren) may experience or incur in connection with my child(ren)s or I’s attendance at the Town of Chester, or affiliate program. On my/our behalf, and on behalf of my/our child(ren)s, I/we hereby release, covenant not to sue, discharge, and hold harmless the Town of Chester, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to COVID-19 (aka the Coronavirus). I/we understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Town of Chester, its employees, agents, volunteers and representatives, whether a COVID-19 infection occurs before, during, or after participation in or attendance at any Town of Chester program or affiliate’s programming. I also agree to promptly inform the Town of Chester in the event that I/we or my/our child tests positive for COVID-19, and further agree that I/we and our child(ren) will cease to participate in and attend the Town of Chester, program or affiliate program until a medical professional has indicated that a return to the program is medically appropriate. I also agree that my child(ren)s participation in the program may be conditioned on such medical screening as is put in place by the program.

Consent and Release of Photo Video Audio

For and in consideration of my attendance at and participation in activities sponsored by or related to the Kids Fishing Derby, I hereby consent to and give Town of Chester, its legal representatives, successors, and assigns, or those from whom it is acting, and all persons and corporations acting with its permission or authority, including the director or producer, photographer and videographer or filmmaker the absolute right and permission to take, copyright, use, and publish and or broadcast any video film, footage, audio recordings, soundtrack recordings, photographs, digital images or photo reproductions of me, and my narrative account of my experience with Town of Chester activity or activities known as Materials. I may or may not be identified in such Materials; however, I shall not be stated by name to have endorsed any particular commercial products or commercial services. I further understand that I will not have any editorial control over the final product and my portion of the Materials, and hereby agree to waive all rights to use of the Materials. I understand and waive my right to royalties or other compensation arising out of or related to the use of the Materials. I represent that I am signing as Parent or Legal Guardian of minor participant. I have read the foregoing and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives and assigns.

I/we, the undersigned, have read, fully understand, and accept the terms of the above consents, releases and waivers.

_____	_____	_____
Name of Parent/Legal Guardian (Please Print)	Signature of Parent/Legal Guardian (Individually and in the capacity as Parent/Legal Guardian if participant is under 18 years of age)	Date

PARTICIPANT(S)	AGE	7 & under	8 - 11	12 - 15
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____