

IMPORTANT – READ ENTIRE AGREEMENT BEFORE SIGNING REGISTRATION FORM

AMHERST-PELHAM REGIONAL HIGH SCHOOL PROJECT GRADUATION AT UMASS MULLINS CENTER

FRIDAY June 9th, 2017 – SATURDAY June 10th, 2017

Parent's and Participant's Voluntary Assumption of Risk, Indemnification, Release of All Claims and Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you, participant and parent, give up your right to bring a court action to recover compensation or obtain any other remedy from the University of Massachusetts, The Mullins Center, Global Spectrum, and/or any parent or student volunteer (herein called "The Organizers") contributing to the delivery of the Amherst-Pelham Regional High School "Project Graduation" Party (herein called "The Event"), for any injury to yourself, your child, or your property, or for you/your child's death however caused, arising out of you/your child's participation in The Event, now or at any time in the future.

The University of Massachusetts (herein called "UMass") is a non-profit educational institution. The Mullins Center is a venue on the UMass campus, owned by UMass and operated by Global Spectrum, where The Event will be held. Hereafter, UMass and the Mullins Center are collectively referred to as "The Venue" or "Venue" and includes the university, its trustees, employees, volunteer workers, students, participants, agents and invitees, as well as the staff and management of the Mullins Center, its parent company Global Spectrum, any and all other parent companies or subsidiaries, and the physical facilities of the Mullins Center and UMass.

I, participant, (hereafter included in "WE") freely choose to participate in The Event at The Venue. I, parent, (hereafter included in "WE") freely choose to have my child participate in The Event at The Venue. WE freely choose to use the facilities of The Venue in their present condition, or their condition at the time of use by The Event.

Acknowledgement of Risk

WE understand that The Event is conducted, organized and delivered by The Organizers as volunteers, without compensation, that The Event is not organized or sponsored by the Amherst-Pelham Regional High School or the Amherst-Pelham Regional School District, that The Venue is only providing facilities to The Event and that The Venue is not responsible for any activities of The Event, or any supplies, equipment, or instruction or anything else provided by The Event or its setup and that The Venue does not control any aspect of The Event whatsoever, nor is The Venue responsible for safety or any other aspect of The Event. WE understand that the Event ends for each Participant when said Participant is picked up at the Venue by a Parent or Guardian, or when said Participant is dropped off at the Participant's home or the home of another Participant by an Event Organizer. WE further understand that participating in The Event is an acceptance of some risk of injury. WE understand that it is our responsibility to prepare the participant to act responsibly at the Event. WE agree to abide by all rules, regulations, and practices as established by The Organizers or posted by The Venue, or otherwise made known, and to minimize any risk of injury.

Despite precautions, accidents and injuries can and will occur. WE understand that participation in The Event is potentially dangerous and that I/my child may be injured and/or lose or damage personal property as a result of my/my child's participation in The Event. Therefore, **WE assume all risks related to attending the event and the use of any and all VENUE facilities and facilities provided by the organizers directly or through their contract with independent vendors**, including but not limited to: Personal injury of any nature including but not limited to head, joint, nerve or other trauma, broken bones, oral, dental, eye or other facial injury severe or not, temporary or permanent, including death; mental injury temporary or permanent that may occur as a result of my/my child's participating in The Event, contact with equipment, physical surroundings or other attendees; property loss or damage of any nature whether in the course of The Event if left anywhere at The Venue.

Release from Liability, Indemnification Agreement and Covenant Not to Sue

In consideration for participation in The Event and use of the facilities at The Venue, WE on behalf of ourselves, our heirs, legal representatives, executors, administrators and assigns, **HEREBY DO RELEASE** The Organizers and The Venue from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which WE or any of our heirs, legal representatives, executors, administrators or assigns may now have, or have in the future against The Organizers or The Venue on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my/our participation in The Event and/or the use of any The Venue facilities, however the injury is caused, whether or not caused by the negligence of The Organizers or The Venue.

In consideration for participation in The Event and use of the facilities at The Venue WE **COVENANT NOT TO SUE** and agree to **INDEMNIFY AND HOLD HARMLESS** The Organizers and The Venue from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my/our participation in The Event and the use of The Venue.

WE hereby certify that WE have full knowledge of the nature and extent of the risks inherent in The Event and the use of The Venue facilities, and that WE are voluntarily assuming all risks, whether known or unknown.

WE understand that WE will be solely responsible for any loss or damage, including death, which WE sustain or cause, whether in whole or in part, while participating in The Event and the use of The Venue facilities, and that by this agreement WE are relieving The Organizers and The Venue of any and all liability for such loss, damage or death.

WE further understand that the terms of this agreement are legally binding and WE certify that WE are signing this agreement after having carefully read and understood the same, each of our own free will.

This agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and WE consent to the jurisdiction of said state. WE expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under the laws of the Commonwealth of Massachusetts, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

YOUR SIGNATURE ON THE REGISTRATION FORM IS YOUR SIGNATURE FOR PURPOSES OF THIS AGREEMENT.