



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(PARENTAL PERMISSION AGREEMENT)**

1. This document contains the agreement between **MYSELF**, for my **Child**, who is a minor under the age of 18 and **Oyster River Youth Association** (hereafter referred to as **RELEASEE**), and is acknowledged as a prerequisite for access to and use of the **RELEASEE'S** equipment and facilities utilized.
2. I am fully aware of the usual and unusual risks involved and hazards connected with any kind of use of the **RELEASEE'S** facilities and equipment. I hereby elect to voluntarily allow my child to participate in said activity with full knowledge that said activity may be hazardous to my child and his/her property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, which may be sustained by my child, or any loss or damage to property, owned by my child, as a result of being engaged in such activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.**
3. In consideration for my child being given the opportunity and permission to access **RELEASEE'S** facilities and make use of the related contents and equipment, I on behalf of myself and my child, hereby **RELEASE, WAIVE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE THE RELEASEE** and its trustees, administrator, directors, owners, employees, workers, volunteers, agents, officers, the owners and lessees of the premises of the **RELEASEE**, and the owners and lessees of the equipment used at the **RELEASEE'S** premises, from all injury and liability to my child, to me, or next of kin, personal representatives, assigns, successors and heirs, from 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 my child arising out of or related directly or indirectly to any incident or activity that occurs on the premises of the **RELEASEE**, whether caused by the negligence of the **RELEASEE OR OTHERWISE.**
4. I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my child's behalf, makes a claim against the **RELEASEE**, I will indemnify, save, and hold harmless the **RELEASEE** (and its trustees, administrator, directors, owners, employees, workers, volunteers, agents, officers, the owners and lessees of the premises of the **RELEASEE**) from any litigation expenses, attorney's fees, loss, liability, damage, or cost which may incur as a result of such claim, whether the claim is alleged to have been caused by the negligence of the **RELEASEE** or otherwise.
5. I **HEREBY GRANT PERMISSION** for my child to participate in any and all activities conducted at the premises of the **RELEASEE**, and represent that my child is qualified, in

good health, in proper physical condition, and of reasonable age and maturity to participate in such activities.

6. I HEREBY GRANT the RELEASEE permission to use, reproduce, publish, or distribute any photographs, films, videotapes, and/or sound recordings of my child for use in materials the RELEASEE may create.
7. I HEREBY COVENANT that I will be solely responsible for the supervision of my child while he/she participates in any activities at the RELEASEE'S premises. FURTHER I AGREE that any instances in which my child is unsupervised at the RELEASEE'S premises may result in the termination or suspension of my privileges with the RELEASEE.
8. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND PRESENT THAT I have read the foregoing WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this RELEASE for full, adequate, and complete consideration, fully intending to be bound by same. New Hampshire Law shall govern this agreement.