

**Town of Somers**  
**Trail Maintenance**  
**Information, Release and Waiver of Liability**

**Disclosure**

Trail work can involve strenuous physical activity. The level of participation is **by choice**, meaning each participant should determine his or her own level of participation. As with any physical activity, there is an element of risk involved which each participant must assume. As with all such activities, **there is the possibility that a participant may suffer a physical injury, and/or an emotional injury, and/or serious physical injury, resulting in permanent disability or death. Each participant voluntarily assumes the risk of such injury.**

The policy for participation in trail maintenance requires that every participant provide the information sought below and execute this Release and Waiver of Liability prior to participation.

**Participant Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_

**Release and Waiver of Liability**

I understand that participation in trail maintenance activities may be physically and emotionally demanding. I affirm that my health is adequate and that I am not under a physician's care for any undisclosed condition that bears upon my fitness to participate in trail maintenance.

The undersigned hereby agrees that:

- 1. I FULLY ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATION IN TRAIL MAINTENANCE ACTIVITIES.**
- 2. I HEREBY RELEASE, AND AGREE THAT I WILL NOT SUE, THE TOWN OF SOMERS, ITS AGENTS, SERVANTS AND EMPLOYEES, AND ALL OF ITS DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES, INCLUDING THE SOMERS OPEN SPACE AND TRAILS COMMITTEE.**
- 3. I, FOR MYSELF AND FOR MY HEIRS, ASSIGNS, SUCCESSORS, EXECUTORS, ADMINISTRATORS, AND LEGAL REPRESENTATIVES, AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF SOMERS, ITS AGENTS, SERVANTS AND EMPLOYEES, AND ALL OF ITS DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES, INCLUDING THE SOMERS OPEN SPACE AND TRAILS COMMITTEE, FROM ANY AND ALL CLAIMS, SUITS OR DEMANDS BY ANYONE ARISING FROM MY PARTICIPATION IN TRAIL**

**MAINTENANCE ACTIVITIES, EVEN IF CAUSED BY THE NEGLIGENCE OF THE TOWN OF SOMERS, ITS AGENTS, SERVANTS OR EMPLOYEES.**

I certify by my signature that I have read this document carefully and fully understand the risks involved with participation in trail maintenance activities and wish to continue my participation. I further understand that by signing this agreement I am giving up substantial legal rights. I have not been induced to sign this agreement by any promise or representation, and I sign it voluntarily and of my own free will.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

**CONSENT OF PARENT OR GUARDIAN**

This is to certify that I, as parent or guardian with legal responsibility for this participant, do hereby consent and agree to his or her release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF SOMERS, ITS AGENTS, SERVANTS AND EMPLOYEES, AND ALL OF ITS DEPARTMENTS, BOARDS, COMMISSIONS AND AGENCIES, INCLUDING THE SOMERS OPEN SPACE AND TRAILS COMMITTEE AND ITS STAFF MEMBERS** from any and all claims, suits or demands by anyone arising from said participant's participation in trail maintenance activities, **INCLUDING CLAIMS OF NEGLIGENCE ON THE PART OF THE TOWN OF SOMERS, ITS AGENTS, SERVANTS AND EMPLOYEES.**

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date