

## **HOLD HARMLESS AGREEMENT**

IMPORTANT: This agreement contains a waiver of rights by the people signing it. Please READ IT CAREFULLY. If you have any questions or reservations about it whatsoever, please do not sign it.

This AGREEMENT entered into this 20<sup>th</sup> day of June, 2018 by and between ENVIRONMENTAL COALITION OF THE PELHAMS (“EcoPel”) and \_\_\_\_\_ (the “Participant”), or \_\_\_\_\_ and \_\_\_\_\_ (the “Parent(s) of the Participant” if he or she is under the age of 18 years.)

WITNESSETH: In consideration of the Participant being allowed by EcoPel to participate in the EcoPel Solstice Yoga Event, programs and in consideration of the covenants and representations herein made, the Participant or the Parent(s) of the Participant do hereby agree as follows:

1. The Participant or the Parent(s) of the Participant as the case may be, do hereby release and discharge and agree to hold harmless EcoPel and its Officers, The Town of Pelham, and their members, officers, directors, employees and agents (including persons serving as volunteers) (Hereafter collectively referred to as “the Sponsor”) individually and collectively of and from any and all liability, action, cause of action claim, demand and responsibility whatsoever in law and in equity, arising out of or in consequence of the Participant participating in the Program, or being a passenger in a vehicle provided by the Sponsor in conjunction with the Program – including specifically but without limitation injury and/or death -unless the same is caused by the gross negligence or willful misconduct of the Sponsor.
2. The Participant or the Parent(s) of the Participant specifically acknowledge the potential of risk and injury involved in participation in the Solstice Event and do hereby assume said risk and authorize EcoPel or its representative to obtain emergency medical treatment for the Participant should the same be necessary during the course of the Program and should the Commission or its representative be unable to make immediate contact with the Parent(s) of the Participant. The Participant or the Parent(s) shall be responsible for the costs of said emergency treatment.
3. It is understood and agreed that EcoPel and the Town of Pelham shall not be required to maintain medical or hospitalization insurance coverage with the respect to the program and those who participate in it.

Participant \_\_\_\_\_ Parent(s) \_\_\_\_\_

EcoPel \_\_\_\_\_