

**TOWN OF SUDBURY
FAIRBANK COMMUNITY CENTER
MULTI-SPORT COURT PARTICIPANT WAIVER AND RELEASE**

Program/Organization: _____

Participant Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

In consideration of being permitted to participate in activities at the Fairbank Community Center Multi-Sport Court, including but not limited to basketball, athletic activities, warm-ups, practices, games, and related activities, and with knowledge of the risks associated with such participation, I agree as follows:

I acknowledge that participation in athletic and recreational activities involves inherent risks, including but not limited to falls, collisions with other participants, contact with equipment, overexertion, and other risks that may result in serious personal injury, illness, permanent disability, property damage, or death.

I acknowledge that I have determined the nature and extent of the planned activities and have determined that I am of sufficient age, ability, physical condition, and discretion to participate safely.

I agree that participation in these activities and use of the Fairbank Community Center Multi-Sport Court is voluntary and at my own risk.

I agree that the issuance of permission to participate is at the discretion of the Town of Sudbury and that if my behavior is deemed disruptive, unsafe, or creates a potential danger to myself or others, I may be prohibited from participating without refund of any fees paid.

I agree, on behalf of myself and my heirs, personal representatives, successors, and assigns, that I will not sue or otherwise make any claims against the Town of Sudbury, its Parks and Recreation Department, officers, employees, agents, volunteers, boards, committees, and officials for any loss, injury, damage, illness, or death arising out of or related to my participation in these activities or use of Town facilities.

I agree that the Town of Sudbury and its officers, employees, agents, volunteers, boards, committees, and officials shall not be legally responsible for any loss, injury, damage, illness, or death resulting from any cause, including negligence to the fullest extent permitted by law.

I understand and agree that the Town makes no warranties regarding the condition, safety, or suitability of its facilities, equipment, or programs.

To the fullest extent permitted by law, I agree to RELEASE, DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS the Town of Sudbury, its officers, employees, agents, volunteers, boards, committees, and officials from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising from or related to my participation in these activities or use of Town facilities.

I understand that this Waiver and Release is intended to be as broad and inclusive as permitted by Massachusetts law. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I certify that I am physically able to participate in the activities for which I am registering and have no medical condition that would prevent my safe participation.

I have carefully read and fully understand this Waiver and Release. I understand that by signing this document I am waiving certain legal rights, including the right to sue. I sign this Waiver and Release voluntarily and of my own free will.

Participant Signature: _____

Printed Name: _____

Date: _____

If Participant is Under Age 18:

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____