



**PARTICIPANT RELEASE, WAIVER OF LIABILITY,
AND INDEMNITY AGREEMENT**
Town of Sheffield
Bushnell-Sage Library, Sheffield, MA
(Please Print)

Participant's Name: _____

Participant's Date of Birth: ____/____/____

If under 18 years of age or have a legal guardian, Name of Participant's Legal Guardian:

Home Address: _____

City/State/Zip: _____

Phone: Cell: _____ **Home:** _____ **Work:** _____

In consideration of being permitted to participate in the **Bushnell-Sage Library's Library of Things program by checking-out (borrowing) the Library's Grit Freedom All-Terrain wheelchair or the Grit Junior wheelchair**, (hereinafter "Program"), I, the undersigned, on behalf of the participant listed above (hereinafter "Participant"), and for myself, my heirs, personal and/or legal representatives, next of kin, and assigns (hereinafter collectively referred to as "I" or "ME") CONSENT to the Participant's participation in the Program and hereby:

1. RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE the Town of Sheffield, the Bushnell-Sage Library, its agents, servants, employees, officials, volunteers, contractors, representatives (hereinafter the "Town") from any and all liability, claims, demands, actions, suits, loss and causes of action whatsoever arising out of or related to any loss, damage, or injury, including, but not limited to, death, illness, injury and/or disease, and any death, illness, injury and/or disease in any way related to or arising out of the novel coronavirus (COVID-19), that may be sustained by the Participant and/or arising out of or related to the Participant's participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory. This Participant's Release, Waiver of Liability, and Indemnity Agreement shall not apply to any injury or harm (including death) caused by gross negligence.
2. AGREE TO INDEMNIFY, SAVE and HOLD HARMLESS the Town from any all liability, claims, demands, actions, suits, loss, and cause of action and any cost it may incur, including court costs and attorneys' fees, arising out of, or related to, the Participant's participation in the Program, regardless of whether they arise in tort, contract, strict liability, or other legal theory.
3. ACKNOWLEDGE that the Participant's participation in the Program may be dangerous and may involve the risk of serious injury and/or illness and/or death and CONSENT to the Participant's voluntary participation and ASSUME full responsibility for any risk of loss, death, illness, injury and/or disease which I and/or the Participant may sustain arising out of or related to the Program whether known or unknown and whether caused by the negligence of the Town or otherwise.

4. AGREE that this Participant Release, Waiver of Liability, and Indemnity Agreement shall be constructed in accordance with the laws of the Commonwealth of Massachusetts and that, in the event any portion of this document is deemed unlawful or unenforceable, said portion shall be severable and the balance of the terms shall continue in full legal force and effect.

5. AGREE that I, the undersigned am the Participant and am over the age of 18 and do not have a legal guardian OR AGREE that I, the undersigned, am the parent or legal guardian of the Participant. I hereby execute this Participant Release, Waiver of Liability, and Indemnity Agreement on the Participant's behalf. I understand that by executing this agreement on behalf of the Participant, I am binding the Participant and ME to the terms of this Participant Release, Waiver of Liability, and Indemnity Agreement.

I HAVE READ THIS PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHTS AND THE RIGHTS OF THE PARTICIPANT BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Printed Name: _____ Date: ___/___/___

Participant Signature, if over 18 and having no legal guardian: _____

IF NOT, Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Printed Name: _____

PLEASE NOTE: One week advanced checkout notice is required if snow/sand tires and/or trail handles are to be put on the Grit Freedom Chair.

- 1) I understand that it is my responsibility to bring the Grit Freedom Chair or the Grit Junior Chair back clean and ready for use by the next participant. If it is not brought back clean, I understand I may be charged a cleaning fee of \$50 or more, depending on the condition.
- 2) I have read the instruction guide for the Grit Freedom Chair or the Grit Junior Chair, whichever I am checking out.
- 3) I am responsible for checking out/in the Grit Chair I borrow at the library's front desk during normal library business hours and loading and unloading it from my vehicle. (Elevator available on ground level.)

My initials indicate my understanding and concurrence with the above. _____ Initials

CHAIR CHECKED OUT: GRIT FREEDOM _____ GRIT JUNIOR _____

CHECK OUT DATE: _____ **INITIALS:** _____

CHECK IN DATE: _____ **INITIALS:** _____

Grit Chair Customer Support: GRIT Support Hours: M-F, 9am - 6pm ET; 617-356-8106

Online: <https://www.gogrit.us/>