

**2017 Release Agreement
Hickory Woods Homeowners Association**

In consideration of being permitted to participate in recreational activities, community project, or events (the Activity or Activities) sponsored, promoted, held, or conducted by the Activity Sponsor (as defined herein), I, for myself and for my executors, administrators, personal representatives, assigns, heirs, and next of kin,

DO HEREBY: RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE The Hickory Woods Home Owners Association, the activity organizer, any sponsor, advertiser, and promoter of any of the Activities, and any owner or lessee of the premises where the Activities are held or conducted, and each of them, their officers, directors, members, executives, agents, employees, affiliates, representatives, successors and assigns (collectively and individually referred to as the Activity Sponsor) of all liability to me or my executors, administrators, personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and all claims or demands therefore, on account of injury to my person or property or resulting in my death, arising out of or in any way connected with my participation or involvement in or presence at the Activities, suffered before, during or after the Activities, whether caused by the negligence, action or inaction of the Activity Sponsor or otherwise. This release applies for all future entrances to the premises or this release applies each and every time a person is on the premises.

INDEMNIFY AND HOLD HARMLESS the Activity Sponsor from and against any loss, liability, damage or cost that I or any of my guests may incur due to participation or involvement in or presence at the Activities, whether caused by negligence, action or inaction of the Activity Sponsor or otherwise.

ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or in any way connected with my participation or involvement in or presence at the Activities suffered before, during or after the Activities, whether caused by the negligence, action or inaction of the Activity Sponsor or otherwise. I understand that my participation or involvement in or presence at the Activities carry the risk of injury or death or property damage and I accept and assume that risk fully, freely and voluntarily.

AGREE that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by New Hampshire law, and that if any portion is held invalid for any reason, the balance should notwithstanding, continue in full legal force and effect.

AGREE that this release agreement is intended to apply to me and/or my guest's participation or involvement in or presence at any Activity. The Activity Sponsor has made no representations or inducements apart from the foregoing.

AGREE to abide at all times to the following Code of Conduct at any Activity: It is everyone's responsibility to maintain a safe, pleasant and comfortable atmosphere. Every individual who participates in this program has the right to be treated with respect. Every participant will follow the direction and guideline provided by the Activity Sponsor. I further agree that my participation or involvement in or presence at any Activity is a privilege rather than a right, and that the Activity Sponsor reserves the right within its sole discretion to revoke my or my guest's Activity Privileges, for violations of the Code of Conduct.

I HAVE READ THE FOREGOING AGREEMENT AND THE CODE OF CONDUCT IN ITS ENTIRETY AND I HEREBY FREELY AND VOLUNTARILY SIGN THIS AGREEMENT, INTENDING TO BE BOUND THEREBY.

Participant Signature: _____ **Date:** _____

Participant Name (Please Print): _____

Street Address: _____