

**Firefighters' Muster at Danforth Bay Camping & RV Resort
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT FOR INDIVIDUALS OR FAMILIES**

Purity Spring Resort, Inc. DBA: Danforth Bay Camping & RV Resort
Property/facilitator name herein known as "THE RESORT"
1251 Eaton Road, Madison, NH 03849, Location of company headquarters
196 Shawtown Road, Freedom, NH 03836, Location of event

Read carefully and complete all sections before signing

- A. REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE: I, the following listed individual or legal guardian thereof if a minor, so hereby voluntary agree to participate in the Fireman's Muster events and activities provided by THE RESORT.

PARTICIPANTS NAMES (please print)	AGE (if Under 18)
Participant or Spouse 1.	Age _____ Date of Birth _____
Participant or Spouse 2.	Age _____ Date of Birth _____
Child 3.	Age _____ Date of Birth _____
Child 4.	Age _____ Date of Birth _____
Child 5.	Age _____ Date of Birth _____



PARTICIPANTS MUST INITIAL BELOW AFTER READING EACH SECTION. PARENT OR GUARDIAN MUST ALSO INITIAL on side of paragraphs B, C & D below

- B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof. If a minor, my heirs, estate, assigns, including all minor children, and personal representative; and it shall be interpreted according to the laws of the state and county of THE RESORT'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THE RESORT permits me (directly or indirectly) to enter THE RESORT'S property, be on THE RESORT'S property, be near any event, receive instruction or guidance from its associates and/ or when I participate in and event, act as a spectator on or off THE RESORT'S property. Any disputes by participants shall be litigated in, and venue shall be the county in which THE RESORT is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "ITS ASSOCIATES" refers to Freedom Fire Department. The terms "I", "WE", "ME", "MY", shall herein refer to the above registered participants and the parents or legal guardians thereof if a minor.

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- C. INHERENT RISK/ASSUMPTION OF RISK: I ACKNOWLEDGE THAT: with any participation in any one or all of the events of the FIREFIGHTERS' MUSTER contain risks, conditions, and dangers are inherent, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: injury, harm, death; hazards including, but not limited to, surface or subsurface conditions; a collision, encounter and/ or confrontation with another participant, a person or an object; I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THE RESORT to list all possible risks for me.

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- D. LIABILITY RELEASE: I AGREE THAT: In consideration of THE RESORT allowing my participation in this activity under the terms set forth herein, I for myself and on behalf of my child and/ or legal ward, heirs, administrators, personal representatives, or assigns, do agree to release, hold harmless, and discharge THE RESORT, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations, and insurers, and others acting on their behalf (herein, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THE RESORT and/ or ITS ASSOCIATES ordinary negligence or legal liability; and I do further agree that except in the event of THE RESORT'S gross negligence and/ or wanton misconduct, I shall not bring any claims, demands, legal action and causes of action, against THE RESORT and/ or ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/ or death and/ or property damage, sustained by me and/ or my minor child or legal ward in relation to the premises and operation of THE RESORT, to include while participating, or otherwise by being near events being set up or conducted by THE RESORT, whether on or off premises of THE RESORT, but not limited to being on THE RESORT'S premises.

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Each Participant and Parents or Legal Guardians must sign below after reading and completing this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND SO UNDERSTAND THE FOREGOING AGREEMENT LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS DOCUMENT WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

For non-related participants:

SIGNATURE OF PARTICIPANT 1. DATE

Address in full: _____

Home phone: _____

PERSON TO CONTACT IN CASE OF EMERGENCY PHONE NO.

SIGNATURE OF PARTICIPANT 2. DATE

Address in full: _____

Home phone: _____

PERSON TO CONTACT IN CASE OF EMERGENCY PHONE NO.

For spouses or parents or guardians:

SIGNATURE OF PARENT GUARDIAN, AND/ OR SPOUSE# 1. DATE

Address in full: _____

Home phone: _____

PERSON TO CONTACT IN CASE OF EMERGENCY PHONE NO.

SIGNATURE OF PARENT GUARDIAN, AND/ OR SPOUSE# 2. DATE

Address in full: _____

Home phone: _____

PERSON TO CONTACT IN CASE OF EMERGENCY PHONE NO.