

**TOWN OF GOFFSTOWN, NEW HAMPSHIRE "ADOPT-A-SPOT" PROGRAM
GROUP'S INDEMNIFICATION AGREEMENT AND LIABILITY RELEASE**

Group Name: _____ Telephone: _____

Address: _____ State: _____ Coordinator: _____

As an express condition of the above-named Group's (hereinafter the "Group") authorization to participate in the "Adopt-A-Spot" Program, the Group agrees and acknowledges as follows:

1. The Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, volunteers and/or representatives, assume no responsibility or liability whatsoever for any property damage, personal injury or death which might occur to any Group member, participant or third person in connection with or arising out of any aspect, activity or function of the "Adopt-A-Spot" program.

2. The Group agrees to indemnify, defend and hold harmless the Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, representatives and volunteers, from any and all claims, suits, liens or demands to recover damages, losses, expenses, costs or attorney's fees for any and all property damage, personal injury or death which might occur to any Group member, participant or third person in connection with or arising out of any conduct, activity or function of the Group in the "Adopt-A-Spot" program.

3. The Group also agrees and covenants that it will forever discharge, release and hold harmless the Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, volunteers and representatives, from any claims, demands, liens or suits to recover damages, losses, expenses, costs or attorney's fees for property damage, personal injury or death occurring to any person or entity in connection with or arising out of any aspect, activity or function of the "Adopt-A-Spot" program. It is agreed and understood that the Town of Goffstown, including but not limited to its subdivisions, officials, employees, agents, volunteers and representatives, **ARE NOT LIABLE OR RESPONSIBLE FOR THEIR OWN ACTS OF NEGLIGENCE, I.E. THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.** This release of liability includes, but is not limited to claims, demands, liens or suits to recover losses, damages, expenses, costs and/or attorney's fees under any and all theories of contribution or indemnification which are recognized at law or in equity.

4. The Group agrees and understands that this agreement shall be binding upon the Group and its assigns, and that the agreement shall be governed by the laws of New Hampshire. The Group also agrees and understands that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. The Group agrees and understands that any claims it may bring in connection with, or in any way related to, this agreement against the Town of Goffstown, its subdivisions, officials, employees, agents and/or representatives shall be submitted only to the jurisdiction of the state or federal court in New Hampshire.

5. This Agreement may not be amended, except by a writing signed by the duly authorized representatives of the Town of Goffstown and the Group.

6. The person executing this agreement on behalf of the Group represents that he/she has been duly authorized by the Group to enter into this agreement on behalf of the Group, and that he/she has the authority and power to contractually bind the Group to this agreement. The person executing this agreement on behalf of the Group represents that he/she has read this agreement carefully and fully understands everything that is contained herein.

Group Signature: _____
Duly Authorized Representative

Date: _____