

KAYAK STORAGE
Release and Waiver for Liability and Indemnity Agreement

The undersigned acknowledges that the Town of Freetown (hereinafter called the Town) is extending a special privilege in allowing them to store their kayak during the dates provided below. In consideration of the privilege to store kayaks at Hathaway Park, the undersigned, for themselves and any personal representative, heirs, and next of kin, hereby acknowledges, agrees and represents the following:

RELEASE I agree to release, waive, discharge, and covenant not to sue the Town, its directors, officers, employees, and agents from all liability to me, my personal representative, heirs, and next of kin for any loss, theft, or damage, and any claim or demands therefore on account of injury to my property, whether caused by the negligence of the Town or otherwise during the dates provided below.

INDEMNIFICATION I agree to indemnify and save and hold harmless the Town from any loss, liability, theft, damage or cost that may incur due to my storing my kayak, upon or about the Town premises whether caused by the negligence of the Town or otherwise.

ACCEPTANCE OF RISK I understand that the Town never intended, nor designed the above-mentioned lot to be used as a storage facility and I acknowledge that the Town does not guarantee the security of the property being stored. In addition, I realize that the lot is not locked, secured or guarded. Therefore, I agree to assume full responsibility for and risk of property damage due to the lack of negligence of the Town or otherwise while my kayak is stored during the dates provided below.

POLICY Storage of kayaks at Hathaway Park is only allowed between the dates of May 1 to October 31 of each year. I agree to only store my kayak on the rack assigned and agree that the rack storage space will be assigned to each applicant by the Kayak Coordinator appointed by the Board of Selectmen. Rack spaces are assigned. I also agree to keep my kayak locked to the rack at all times when not in use. Unlocked kayaks will result in a call to the member to come and pick up the kayak or place a lock on it.

I acknowledge that the permit to store my kayak in the above-mentioned lot is valid only during the time period listed herein. I also agree not to store my kayak in the storage rack until I have submitted this signed agreement to the Kayak Coordinator and have a rack space assigned.

CONTACT PERSON I agree to provide a contact person and a phone number in my absence so that, in the event of an emergency, the contact person will be responsible for my kayak.

The undersigned further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as Massachusetts law allows and that, if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Name _____ **Email** _____ **Phone Number** _____

Mailing Address _____ **Kayak Make/Model** _____

Color _____ **Length** _____ **Weight (lbs)** _____

Contact Person _____ **Phone Number** _____

Signature _____ **Date** _____

Date of Local Approval: _____ Kayak Coordinator Signature: _____

Kayak Lot Number: _____ Storage Dates: From _____ To _____