

**TOWN OF CASTLETON
PARTICIPANT AGREEMENT, EXPRESS ASSUMPTION OF RISK, FORUM SELECTION AGREEMENT, AND
INDEMNIFICATION FOR CLAIMS OF MINORS**

1. I, the undersigned, do hereby agree to the following terms for HOLIDAY GIFTS from the Town of Castleton.
2. In consideration of my being granted permission to participate in HOLIDAY GIFTS, I agree, understand and acknowledge that HOLIDAY GIFTS is an inherently dangerous activity with some known but some unanticipated risks. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
3. Therefore, I expressly and voluntarily assume all risk of death, personal injury, property damage, permanent disfigurement, or other incident or injury which I may sustain while participating in HOLIDAY GIFTS and related activities. I freely accept and voluntarily assume all said risks of injury whether said risks are inherent in the sport or whether they are sustained as the result of any other cause including poor judgment and/or mistakes of myself or others.
4. Furthermore, I agree and understand that I WILL NOT MAKE ANY CLAIM NOR BRING ANY SUIT for any damages, harm, or injury to myself which results from INHERENT RISKS as I have agreed and as defined herein. I further agree that the phrase "INHERENT RISKS" means those risks which are listed in this agreement, or those that can be reasonably inferred there from and include but are not limited to, among other things, List Risks:
5. Further, I understand that Town of Castleton, its employees, agents and any town subcontractors have difficult jobs to perform. They seek to perform their job with regard for my reasonable safety, but they are not infallible and they cannot predict all circumstances we will encounter. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. I accept all of these risks as part of my agreement to participate.
6. I further agree to INDEMNIFY AND HOLD HARMLESS the Town of Castleton and its affiliates, agents, employees, directors and officers, from all claims, judgments, costs, medical bills, expenses, and other fees, including but not limited to reasonable attorney's fees which arise out of the enforcement of this Agreement or out of conduct covered by this Agreement, and I agree to reimburse the town for any expense whatsoever incurred in connection with any legal action brought as result of my participation in the activity subject of this Agreement.
7. I agree that if any portion of this Agreement is found to be unenforceable or against public policy, only that portion of this instrument shall be stricken and all other portions shall survive and remain fully enforceable. I specifically waive any unenforceability or public policy argument that I may make or that may be made on my behalf by my estate or anyone who would sue the town and its agents, employees, directors and officers, for my injuries and/or death.
8. I understand that by signing this instrument I am willfully and voluntarily giving up important legal rights and taking on certain responsibility for myself and/or the minor under my guardianship and it is my express intent to do so.
9. I hereby further agree that any claim or suit arising out of activities covered by this Agreement shall be brought and filed in the Rutland Superior Court, in the County of Rutland and State of Vermont or in the U.S. District Court for the District of Vermont and that in the event any lawsuit is filed other than one of those courts that it shall be moved on the option of the Town of Castleton to the agreed upon forum.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS INSTRUMENT AND I AGREE TO BE AND WISH TO BE BOUND BY ITS TERMS.

I further certify and represent that if I am signing this on behalf of a minor, I represent, guarantee and certify that I have full authority to do so realizing the full binding effect of this contract on them as well as myself.

(Signature) (Print your name) (Date)

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by the Town of Castleton to participate in HOLIDAY GIFTS, I further agree to indemnify and hold harmless the Town of Castleton from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I also certify that I have reviewed the above highlighted risks and dangers with the Minor.

(Signature of Parent/Guardian) (Print your name) (Date)

(Signature of Minor) (Print your name) (Date)

Castleton Recreation Program Registration Form

HOLIDAY GIFTS

Parent/Guardian: _____

Mailing Address: _____

Primary Phone: _____ Secondary Phone: _____

Email Address (please print carefully, this will how you will be notified by the instructor):

Emergency Contact Name and Phone Number:

Any Health or Special Needs the Instructor Should Know About:

Program	Registrant's Name	Grade	Gender	Age	Fee
HOLIDAY GIFTS					\$12/ session

Classes fill on a first come, first serve basis

Please send completed registrations to: castletonrecomm@gmail.com

Or mail to:

Amy Clapp, 642 Monument Hill Road, Castleton, VT 05735

Or return to school in a sealed envelope clearly marked Recreation

Full payment is due at registration in order to guarantee a spot in the class. You will be notified, by email if you child is, or is not, in the class before the class starts.