

## Release of Liability and Hold Harmless Agreement

Norwottuck Network has organized an event called the “N2B MCRT”. The event is a multi-day bicycle ride from Northampton, Massachusetts to Boston, Massachusetts along, completed, partially completed and undeveloped segments of a proposed rail trail or multi-modal use trail that is referred to as the Massachusetts Central Rail Trail. Of necessity, portions of the event will involve the use of public roads and ways and lodging facilities that are owned, operated and maintained by third parties. Risks of personal injury, death, or property damage arising from or associated with the event are numerous and include, but are not limited to, bicycle crashes arising from trail or roadway surface conditions, insect bites, motor vehicle collisions, weather related issues including but not limited to crashes associated with wet roadways, personal over exertion, heart attack, heat stroke or negligence of other event participants.

Therefore, in consideration of my participation in the N2B MCRT event, and in full recognition and appreciation for the numerous risks that are associated with the event, I

(please print full name) \_\_\_\_\_,

to the fullest extent permitted by law, individually on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, do hereby **AGREE TO AND DO HEREBY FOREVER RELEASE, WAIVE, AND DISCHARGE NORWOTTUCK NETWORK, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS AND VOLUNTEERS (COLLECTIVELY REFERRED TO AS THE “RELEASEES”)** FROM ANY CAUSES OF ACTION, CLAIMS, OR DEMANDS OF ANY NATURE WHATSOEVER, including but not limited to claims of negligence which I, my spouse, heirs, representatives, executors, administrators or assigns, may have now or in the future against the Releasees on account of personal injury, bodily injury, illness, property damage or loss, death, or accident of any kind, arising out of or in any way related to my participation in the N2B MCRT event and/or the use of facilities, equipment, or services in association with the N2B MCRT event howsoever the injury is caused, other than solely by the gross or wanton negligence of any of the Releasees.

On behalf of myself, I **COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my participation in the N2B MCRT event or arising out of the use of facilities, equipment, or services in association with the N2B MCRT event.

I authorize Norwottuck Network, Inc., its employees and agents, to act on my behalf in the event of an emergency during my participation in the N2B MCRT event, and to take whatever actions they may consider to be warranted under the circumstances regarding the protection of my or their health and safety. I know of no medical reason why I should not participate in the N2B MCRT event. I understand that any circumstance or event arising from my in the N2B MCRT event may not be covered by insurance maintained by Norwottuck

