

# WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS

This Release, Indemnification and Hold Harmless Agreement is executed and made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ [YEAR] \_\_\_\_\_ by, Making Matters NH, in favor of and for the benefit of Making Matters NH, Inc. and all of its officers, directors, employees, lenders, donors, members, guests, volunteers and all other persons or entities acting from them.

IN CONSIDERATION OF the right to enter, use, provide or perform services and/or participate in activities operated by Releasees ("Activity") and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Assumption of Risk** . Releasor acknowledges that its presence, use, provision or performance of services or participation in activities on or about Making Matters NH, including the use of any equipment, hardware or tools may expose Releasor to certain risks including all injuries, death, property damage, or other harm that could occur to Releasor or others. Releasor is voluntarily participating in the Activity with knowledge and acceptance of the substantial risks, hazards, and other dangers involved. Releasor hereby accepts any and all risks of injury (including death) arising out of or in any way connected with the Activity, use, provision or performance of services or participation in activities on or about the Making Matters facility, including the use of any equipment, hardware or tools, even if provided by the Releasees or by a third party.

2. **Release** . Releasor hereby waives, releases, and forever discharges any and all claims for direct, indirect, consequential, incidental, contractual, compensatory, tort based, punitive or any other damages or any sort arising from any cause or basis whatsoever including but not limited to personal injury, death, or property damage which Releasor and/or Releasor's children, heirs, executors, assignees, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in the Activity.

3. **Indemnification** . Releasor, to the fullest extent permitted by law, shall indemnify, defend, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from any cause of action for any reason whatsoever including but not limited to the negligence or misconduct in connection with participation in the Activity. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Releasor will indemnify, hold harmless and defend Releasees from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees.

MAKING MATTERS NH (Releasee): Signature of Authorized Representative: \_\_\_\_\_

Member or participant (Releasor) (please print): \_\_\_\_\_

Signed by member or participant: \_\_\_\_\_

Date: \_\_\_\_\_