

RELEASE AND INDEMNIFICATION

For Lessons, Rentals and Events Taking Place on Beaches in the Town of Rye

The \_\_\_\_\_ (Organization) releases the Town of Rye and its officers, employees and agents from any and all claims, actions, lawsuits, administrative proceedings, liability, loss or damage, including but not limited to bodily injury, illness, death or property damage (i.e. claims) arising out of or in any way related to the \_\_\_\_\_ (Event) or to beaches used for the event or any acts or omissions whatsoever of the Town, its officers, employees and agents, related to the \_\_\_\_\_ (Event) or the use of beaches for the event arising out of the negligence, fault, breach of warranty, products liability or strict liability of the Town, its officers, employees and agents or third parties, whether such negligence, fault, breach of warranty, products liability or strict liability is sole, joint or several.

This release includes a release from any and all such claims which might be made by the \_\_\_\_\_ (Organization), its officers, employees, agents or members or by any member of the immediate family of the officers, employees, agents or members of the organization or the heirs, executors, administrators, legal representatives, assigns and successors in interest of all such persons.

The \_\_\_\_\_ (Organization) indemnifies the Town and its officers, employees and agents from any and all liability, loss or damage, including but not limited to bodily injury, illness, death or property damage which the Town becomes legally obligated to pay including reasonable attorneys' fees, investigative and discovery costs and court costs, as a result of claims, demands, costs or judgments against the Town or its officers, employees and agents arising out of or in any way related to \_\_\_\_\_ (Event) or the use of beaches in the Town of Rye for the event or any acts or omissions whatsoever of the Town, its officers, employees and agents, related to \_\_\_\_\_ (Event) or the use of beaches in the Town of Rye for the event arising out of negligence, fault, breach of warranty, products liability or strict liability of the Town, its officers, employees and agents or third parties, whether such negligence, fault, breach of warranty, products liability or strict liability is sole, joint or several.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Print Name of Above Person

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/Town                      State      Zip

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, COUNTY.

The person signing this Release and Indemnification, known to me or satisfactorily proven to be the same, appeared and signed it before me, and took oath that he/she signed it for the purposes intended and that he/she was duly authorized to sign the Release and Indemnification by the organization named herein.

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:



**RELEASE OF TOWN OF RYE BY PARTICIPANTS FOR BEACH PERMIT ACTIVITIES**

**Lesson, Rental or Event:** \_\_\_\_\_

**Date of Lesson, Rental or Event:** \_\_\_\_\_

**Sponsor:** \_\_\_\_\_

**Sponsor's Address:** \_\_\_\_\_

In consideration for permission to take lessons, rent equipment or participate in the above event which will be held at beaches in the Town of Rye, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I hereby release the Town of Rye, its officers, employees and agents from any and all claims, actions, lawsuits, administrative proceedings, liability loss or damage, including but not limited to bodily injury, illness, death or property damage (i.e. claims) arising out of or in any way related to my participation in

\_\_\_\_\_  
Name of lessons, rental  
or event  
and streets for the event or any acts or omissions whatsoever of the Town, its officers, employees and agents related to my participation in the said \_\_\_\_\_ or to my use of  
Name of lessons, rental or event

Beaches in the Town of Rye for the event arising out of the negligence, fault, breach of warranty, products liability or strict liability of the Town, its officers, employees and agents or third parties, whether such negligence, fault breach of warranty, products liability or strict liability is sole, joint or several.

I also hereby agree to abide by all town requirements regarding beach use, including, but not limited to:

- 1) Obey all lawful orders of Beach Lifeguards, Beach Commissioners, or Police Officers;
- 2) Not surf when beaches are closed to surfing by the Town of Rye due to weather/safety conditions;
- 3) Use a leash at all times; and
- 4) Stay at least 50 feet away from all swimmers and Lifeguard-protected swimming areas.

This release includes a release from any and all such claims which might be made by members of my immediate family or their heirs, executors, administrators, legal representatives, assignees and successor's interest.

(Print) \_\_\_\_\_ (Guardian signature required for minors)  
**Participants Name** \_\_\_\_\_ **Participant/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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**This release form must be signed by all event participants, retained by the Beach Permit Applicant for a period of at least one year, and provided to the Town of Rye upon demand.**