



TOWN OF NEWINGTON

205 Nimble Hill Road Newington, New Hampshire 03801

Town of Newington
Police Department
Fire Department

Phone: 603-436-7640
Phone: 603-431-5461
Phone: 603-436-9441

EVENT PERMIT APPLICATION

The Newington Police Department reserves the right to assign a detail to this event (please initial) _____

INSTRUCTIONS

Please complete this form and return to the above address. You must include:

1. Valid Insurance Certificate naming the Town of Newington named as additional insured.
2. Signed "Release and Indemnification" from organizer.
3. Certification of Participant Release.

APPLICANT INFORMATION

Date of Application: _____

Name of Organization: _____ Phone: _____

Street Address: _____ Fax: _____

City/ Town: _____ Zip: _____

Contact Person: _____ Phone: _____

EVENT INFORMATION

Event Name: _____

Event Location: _____

Date of Event: _____ Start Time: _____ End Time: _____

Number of Participants: _____ Competitive Event? Yes No

Is This Event a Charity Fundraiser? Yes No If yes, to benefit: _____

Type of Event: Running Walking Bicycling Other (describe) _____

Event Description:

Applicant: Please check items submitted

- Valid insurance certificate – Town of Newington named as additional insured
- Signed "Release and Indemnification" from organizer
- Certification of participant release
- Copy of entry form
- Map of route

I certify that the above information is correct under penalty of RSA 641:3, Unsworn Falsification.

Print Name: _____ Signature: _____

RELEASE AND INDEMNIFICATION

For Events Taking Place in the Town of Newington

The _____ (organization) releases the Town of Newington 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 roads 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 Town property, 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.

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, agents or members of the organization or the heirs, executors, administrators, legal representatives, assigns and successors in interest of all such persons.

The _____ (organization) will defend and indemnify 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 Town roads and streets for the event or any acts or omissions whatsoever of the Town, its officers, employees and agents related to _____ (event) or the use of Town property for the event arising out of the negligence, fault, breach of warranty, products liability of the Town, its officers, employees and agents or third parties, whether such negligence, fault, breach of warranty, products of 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:

TOWN OF NEWINGTON

***ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY,
INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE***

In consideration of (Organization Name) allowing me to participate in (Event Name) on (Date/Substitute Date if Rescheduled)

and all activities related to or connected with the event, including travel to and from the ride (individually and collectively the “Event”) in any capacity (including as a rider, official, mechanic, coach volunteer, spectator, contractor or otherwise), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows (and if the member/participant is under the age of 18 (Minor Participant), I hereby agree as follows on behalf of Minor Participant):

- 1. Assumption of Risk.** I am aware that walking, running or cycling and/or participation in the Event, involves inherent risks, including but not limited to: collision with pedestrians, vehicles, other participants, animals (domesticated and non-domesticated), and fixed or moving objects; participants of varying skill levels; Event conditions; course construction, layout, obstacles and conditions; surface hazards such as gravel, potholes, shoulders, catch basins, uneven grade, and speed bumps; equipment failure or defects; inadequate safety equipment; use of equipment provided to me by others; man-made and natural jumps; sickness or disease (including communicable diseases); adverse weather conditions; heat, dehydration, sunstroke, or heatstroke; situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I fully understand that participating in the Event is an test of a person’s physical and mental limits, and my participation in the Event may involve the risk of serious injury (including, without limitation, broken bones, head or neck injuries), trauma, pain or suffering, permanent disability, paralysis and death, economic loss, property damage or other loss that may results from my actions, inactions or negligence, and also from the actions, inactions or negligence of others including without limitation, any Releasee (as defined in Section 2 below). I acknowledge and understand that the description of the risks listed above is incomplete and that the risks of participating in an event may be dangerous, whether or not described).
- 2. Waiver and Release of Liability.** I hereby forever release, waive, and discharge: the Town of Newington, and the Town of Newington’s elected officials, appointed

officials, employees, volunteers, and police and fire department personnel ; and any other public or private entities connected with the Event and all directors, officers, agents, employees, volunteers, vendors, insurance companies and pooled risk management programs of any of the aforementioned parties (individually and collectively “Releasees”) from any claims that may arise out of or are related to my participation in the Event, including, without limitation, claims arising from the negligent acts or omissions of Releasees.

3. **Indemnification.** I agree to hold harmless, defend and indemnify Releasees (that is to, without limitation, defend and pay any judgement, awards, and costs, including without limitation investigation costs, expert costs, court costs, legal fees, and attorney’s fees) from any claims arising from my injury, death or loss due to my participation in an Event, including without limitation those arising from the risks assumed by me in Section 1. I further agree to hold harmless, defend, and indemnify Releasees against any claims of others arising from my conduct, acts or omissions during my participation in an Event.
4. **Covenant Not to Sue.** I shall not sue or make any claim against Releasees (or participate in any suit or claim) against Releasees with respect to any released claim or any other matter addressed by this Agreement, including without limitation for injury, damage, death, or any other loss arising from or related to my participation in the Event, nor shall I shall not assign any claim that I may have against Releasees. I understand that if I sue any Releasees, Releasees may seek to recover all of their costs, including without limitation all legal costs including, but not limited to attorney fees, court costs, consultant and expert fees, and all other costs associated with any court action.
5. **Health and Medical Treatment.** I represent that I am in good health and in proper physical condition to participate safely in the Event. I acknowledge that it is my responsibility to make such determination and that I am responsible for my well-being while participating in the Event. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Event and to the release of my name and medical information by any third party to Releasees and their insurance carriers or pooled risk management programs.
6. **Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established for the Event. I agree to be familiar with the Event route. I also agree to ride and participate in a manner to neither endanger myself or others. I accept responsibility for the condition and adequacy of my equipment and equipment provided by others for my use. I will wear a helmet that that complies with USAC rules and regulations, and I assume all responsibility for the selection of such helmet.

7. **Use of Information.** I understand that (Organization) may collect or receive my contact information in connection with this agreement and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (Organization) and its designees may share this information with third parties, including but not limited to marketing partners, who need access to this information to perform services on (Organization) behalf.
8. **Media Grant.** I irrevocably grant and license to (Organization) (organization) and its affiliates, the right to capture and use my image, likeness, name, voice, comments, or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection the Event, without compensation, for all purposes, including any commercial use as long as such use does not imply my endorsement of any company, product, or service.
9. **Governing Law; Jurisdiction.** This agreement shall be governed by and construed under the laws of New Hampshire, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or related to this agreement shall be instituted in the Rockingham County Superior Court, New Hampshire. Each party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.
10. **Minor Participants.** If I am accepting this on behalf of a Minor Participant, I represent that I am such Minor Participant's parent or legal guardian, I agree, consent to, join in and approve this Agreement on my own behalf and on behalf of such Minor Participant, and I acknowledge and agree that I and the Minor Participant are bound by all the terms of this Agreement. By accepting this Agreement without a parent or legal guardian's acceptance, I represent I am at least 18 years old.
11. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or invalidate or render unenforceable any other provision in any other jurisdiction, and such provision shall be modified in such instance to the extent reasonably necessary to make the provision valid, legal and enforceable.
12. **Binding Effect.** This Agreement shall be binding upon me and my respective successors, assignees, parents, legal guardians, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through me.

I have carefully read the preceding and understand its terms. I understand that I am giving up substantial rights, including my right to sue Releasees as set forth above. I acknowledge that I am signing this agreement freely and voluntarily. I intend my electronic or handwritten signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Participant's Printed Name

Signature

Date

Date of Birth

PARENTAL/LEGAL GUARDIAN CONSENT

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date