

MASSACHUSETTS MILITARY RESERVATION LIABILITY RELEASE AND INDEMNIFICATION FORM (APPENDIX D)

In consideration for permission to enter and to use the facilities of the Massachusetts Military Reservation (MMR), I hereby agree to assume all risk of injury to myself or damage to my property as a result of my being on and/or using the facilities of MMR. I hereby release and hold harmless the United States, the Commonwealth of Massachusetts any municipality of the Commonwealth of Massachusetts, and/or any subdivision, agent, servant or employee of the United States or the Commonwealth of Massachusetts or any municipality of the Commonwealth of Massachusetts from any liability for damage or injury to my person and/or property while I am on or utilizing the aforementioned facilities.

I further agree on behalf of myself, my heirs, successors, legatees and assigns, to defend, indemnify, and otherwise hold harmless the United States, the Commonwealth of Massachusetts any municipality of the Commonwealth of Massachusetts, and/or any subdivision, agent, servant or employee of the United States of the Commonwealth of Massachusetts or any municipality of the Commonwealth of Massachusetts in any and all actions brought in law or equity which may be brought against them for damage or injury to any person or his/her property which may arise out of conduct, allegedly performed by myself or my agents, servants or employees be it intentional or negligent, grossly negligent or willful, wanton or reckless, arising out of my aforementioned permission to enter and use MMR or its facilities.

I HAVE BEEN ADVISED THAT INHERENTLY DANGEROUS CONDITIONS MAY EXIST ON THE MMR AND ITS SURROUNDINGS BECAUSE OF ITS MILITARY USE. SPECIFICALLY THE THREAT OF UNEXPLODED ORDNANCE (UXO) AND DUD (MALFUNCTIONED ORDNANCE) EXISTS WITHIN THE MMR RANGE COMPLEX. I have been briefed on general safety procedures if I encounter suspected UXO/ DUD item(s).

I agree to comply with all MMR regulations and the lawful orders of the military authorities on MMR. I understand that my failure to do so will result in my being removed from the MMR. I further understand my use of the MMR is subject to the needs of the military to use said facilities.

IF MINOR: Parental Consent is mandatory

I (the parent or guardian) _____ agree to the above release on behalf of my minor child _____ and consent to his/her participation in the events to be held on MMR.

I HAVE READ THE PRECEDING RELEASE AND INDEMNIFICATION ABOVE AND UNDERSTAND ALL THE AGREEMENTS, MY ASSUMPTION OF RISK, LIABILITY AND THE WARNINGS CONTAINED THEREIN.

NAME: _____
(INDIVIDUAL)

(PARENT OR GUARDIAN NAME)

COMPANY: _____

(PARENT OR GUARDIAN SIGNATURE)

ADDRESS: _____

(PARENT OR GUARDIAN ADDRESS)

TELEPHONE: _____

(PARENT OR GUARDIAN TELEPHONE)

DATE: _____

SIGNATURE: _____

WITNESS: _____

DESIGNATION/EVENT