

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use, today or another agreed upon time during the spring and fall period for use of the boat launch at Hemingway Avenue owned by Larry Tibbett with road access granted by the Garthwait family, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive discharge, and covenant not to sue from any and all claims including negligence of the Tibbett and Garthwait families resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, activities relating to the removal of boats and jet ski from said property.

Signature of Boat Owner

Signature of Additional Helper

Signature of Additional Helper

Signature of Additional Helper

Assumption of Risk: The use of the Tibbett and Garthwait properties carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Tibbett property or the Garthwait access is not developed for the specific use as a boat launch and therefore does not have the remedies that a regulated launch would have.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in this activity made possible by the Tibbett and Garthwait families. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Wolcott Land Conservation Trust, and the Hitchcock Lake Improvement Association HARMLESS from any claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at the Tibbett residence or the Garthwait access road and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by signature to be a complete and unconditional release of all liability to the greatest extent by law.

Signature of Boat Owner

Signature of Additional Helper

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