

Liability Release, Hold Harmless, Indemnification and Waiver

The parties to this Release are _____ of _____ in _____, Massachusetts (hereafter referred to as "Vendor"), and the Town of Winchester, 71 Mount Vernon Street, Winchester, Massachusetts (hereafter referred to as "The Town").

WHEREAS, the Town may accept services from the Vendor for the benefit of the Town (hereafter "Services") which services include painting of Town-owned utility boxes;

WHEREAS, the Vendor is voluntarily providing said Services; and

WHEREAS, the Vendor is not required to undertake said Services.

NOW THEREFORE, the Town and Vendor agree, and covenant as follows:

1. Assumption of Risk. The Vendor expressly understands and agrees that the above Services may present risks to themselves, both serious and minor, including physical injuries or illness, up to and including death, including any death, illness, injury and/or disease in any way related to or arising out of the novel coronavirus (COVID-19). The Vendor is responsible for researching and evaluating the risks that they may be faced with and is responsible for their actions.

The Vendor further recognizes, understands and agrees that The Town assumes no responsibility for any liability, damage or injury that may be caused by any individual's negligence or willful acts committed prior to, concurrent to, or after providing the Services, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any Vendor, Contractor, Volunteer, Guests or third party of The Town, agents or employees or caused by any other person.

2. Indemnification and Hold Harmless. The Vendor (as well as participants, guests and/or third parties) specifically understands that they are responsible for, agrees to indemnify, defend and hold harmless the Town, its officers, agents, volunteers, and employees for any action, claim, or demand arising out of their use of the Town's property as a result of the Services, or which their heirs, or legal representatives have or may have for any and all personal injuries the Vendor, participants, guests or any individual associated with the Vendor (including third parties) may suffer or sustain, regardless of cause or fault including reasonable attorneys' fees and/or any other associated costs, caused by any act or omission whatsoever.

3. Release of Claims. In consideration of being allowed to undertake the Services, the Vendor, their heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby forever releases and discharges The Town, its officers, trustees, employees, and representatives (hereafter "Released Parties") from any and all claims, actions or causes of action which may arise from any cause whatsoever, including but not limited to any negligent act or omission by the Released Parties. The Vendor further releases and discharges the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from the Services provided. The Vendor acknowledges and agrees that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by her/himself, participants, guests and/or third parties negligent or intentional acts or omissions committed prior to, during, or after providing the Services, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in the Services, or caused by any other person.

4. Termination of Services. The Vendor understands and agrees to abide by all policies, rules, and regulations of The Town. Vendor understands that in its sole discretion The Town or its representative may terminate the Services provided by the Vendor at any time. Reasons for termination may include, but are not limited to: inappropriate conduct or other behavior by the Vendor, participants, guests and/or third parties deemed detrimental to the best interests of the Town and in the undertaken Services; emergencies; or health or safety considerations.

5. Physical Condition and Insurance. The Vendor attests that they are physically capable of providing the Services, have no known health restrictions that might jeopardize their safety or health or the safety or health of others while providing the Services, and has medical insurance.

6. Severability. It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

7. Governing Law and Venue. This release shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. The venue for any action arising out of this Agreement shall be Hampshire County, Commonwealth of Massachusetts.

8. Construction and Scope of Agreement. The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

9. Independent Contractor. Vendor understands and agrees that they are an independent contractor and not an employee of the Town and are not entitled to any employee benefits, including workers' compensation or health insurance.

10. Affirmation and Understanding. The Vendor further affirms that they have read this Consent and Release Form and that they understand the contents of this Form. Vendor further understands that their providing the Services is voluntary and that they are free to choose not to participate in said Services. By signing this Form, Vendor affirms that they have decided to participate in the Services with full knowledge that the Town of Winchester will not be liable to anyone for personal injuries or property damage which they may suffer while providing the Services.

The signatory below acknowledges that they have read this release and that they understand its meaning and effect and has the authority to bind the Vendor to its terms.

Vendor Signature: _____

Print Name: _____

Title: _____

Date: _____

Witness: _____

Print Name: _____