

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to participate in the following activity: **Micro-mini con** (hereinafter referred to as “the Activity”), which is organized by Bound In Boston (hereinafter referred to as BiB”). I understand that:

- the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: falls, equipment failures, and negligence of others;
- as a consequence of these risks, I may be hurt or disabled from the resulting injuries;
- BiB assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care that I incur. In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned risks and any harm, injury or loss that may occur to me as a result of my participation in the Activity—including any injury or loss caused by the negligence of BiB, its officers and other Activity participants. I also understand that any equipment that I provide or may borrow from BiB or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY: I hereby RELEASE BiB, the providers of any equipment used in the Activity (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Massachusetts law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for injuries, loss or harm that occur during the Activity.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees that they incur because of any such claims made against them.

5. AGREEMENT TO FOLLOW DIRECTIONS: I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.

6. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by Massachusetts law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. APPLICABLE LAW, FORUM & ATTORNEY’S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of Massachusetts, without any reference to its choice of law rules. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney’s fees and costs of the parties seeking to uphold the agreement.

I have fully informed myself of the contents of this agreement by reading it before signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.

Print name: _____

Signature: _____ Date: _____