

**Pelham PACT  
Hold Harmless Agreement**

HOLD HARMLESS AGREEMENT IMPORTANT: This agreement contains a waiver of rights by the people signing it. Please READ IT CAREFULLY. If you have any questions or reservations about it whatsoever, please do not sign it. This AGREEMENT entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between PELHAM PACT COALITION (“The Coalition”) and \_\_\_\_\_ (the “Participant”), or \_\_\_\_\_ and \_\_\_\_\_ (the “Parent(s) of the Participant” if he or she is under the age of 18 years.) WITNESSETH: In consideration of the Participant being allowed by the Coalition to participate in all Pelham PACT programs and in consideration of the covenants and representations herein made, the Participant or the Parent(s) of the Participant do hereby agree as follows: 1. The Participant or the Parent(s) of the Participant as the case may be, do hereby release and discharge and agree to hold harmless the Pelham PACT Coalition and its officers, directors, employees, and agents (including persons serving as volunteers) (Hereafter collectively referred to as “the Sponsor”), the Town of Pelham, the Pelham Recreation Commission, The Pelham Union Free School District and its Board of Education, and their members, officers, directors, employees and agents (including persons serving as volunteers, individually and collectively of and from any and all liability, action, cause of action claim, demand and responsibility whatsoever in law and in equity, arising out of or in consequence of the Participant participating in the Program, or being a passenger in a vehicle provided by the Sponsor in conjunction with the Program – including specifically but without limitation injury and/or death - unless the same is caused by the gross negligence or willful misconduct of the Sponsor. 2. The Participant or the Parent(s) of the Participant specifically acknowledge the potential of risk and injury involved in participation in the Program and do hereby assume said risk and authorize the Coalition or its representative to obtain emergency medical treatment for the Participant should the same be necessary during the course of the Program and should the Coalition or its representative be unable to make immediate contact with the Parent(s) of the Participant. The Participant or the Parent(s) shall be responsible for the costs of said emergency treatment. 3. It is understood and agreed that the Pelham PACT Coalition, the Town of Pelham, the Pelham Recreation Commission and the Pelham Union Free School District shall not be required to maintain medical or hospitalization insurance coverage with the respect to the program and those who participate in it.

Participant \_\_\_\_\_

Parent(s) \_\_\_\_\_

Pelham PACT \_\_\_\_\_