

RELEASE AND SETTLEMENT AGREEMENT

_____ (print names), on behalf of themselves, their agents, servants, employees, officers, directors, shareholders, subsidiaries, parents, predecessors, successors, assigns, trustees, attorneys, insurers, and other representatives (hereinafter referred to as the "Releasers"), in consideration of the participation in the 2018 Fitchburg Civic Days Downtown Block Party, the sufficiency of which is hereby acknowledged, hereby release and forever discharge The City of Fitchburg, and as to each, their agents, servants, employees, officers, directors, shareholders, subsidiaries, parents, predecessors, successors, assigns, trustees, attorneys, insurers, and other representatives (collectively the "Released Parties"), of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, and any and all claims and liabilities whatsoever of every name and nature, both in law and in equity, whether known or unknown, which the Releasers ever had, now have, or may hereafter have on account of entering City Property including but not limited to, any and all claims, whether known or unknown, arising from the entry of city property to participate in the 2018 Fitchburg Civic Days Downtown Block Party, any and all claims for personal injuries and/or property damage whether known or unknown, including any future claims, and any claims arising from the July 3, 2018 entry upon city owned property. (Released Claim)

By signing this Release, the Releasers expressly acknowledge they read this document with care, and that they are aware that by signing this document they are giving up all rights and claims and causes of action, and any and all rights and claims that they may now have or may arise in the future as a result of the Released Claim, previously defined, and on account of the entry which took place on July 3, 2018 at City Property including but not limited to, any and all claims that were or could have been asserted against the Released Parties. Knowing this, and knowing that the claimed injuries or damages not yet suffered may become worse in time or that unforeseen injuries or damages may arise as a result of the Released Claim, but may be unknown to the Releasers at this time, the Releasers sign this document voluntarily and freely without duress. The Releasers further acknowledge that no representation of fact or opinion apart from the terms set forth in this Release has been made to them by any of the Released Parties, which in any manner had induced him to agree to the settlement underlying this Release.

The Releasers understand and agree that this Release affects the resolution and compromise of all potential disputed claims.

The Releasers agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect of the basic terms and intent of this Release.

In further consideration of the payment of the above amount, the Releasers, for myself, my heirs, assigns, representatives, and next of kin agree to hold harmless and indemnify Releasee, from debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, and any and all claims and liabilities whatsoever of every name and nature, both in law and in equity, whether known or unknown, which the Releasers ever had, now have, or may hereafter have on account of entering City Property including but not limited to, any and all claims, whether known or unknown, arising from the entry of City Property to participate in the 2018 Fitchburg Civic Days Downtown Block Party, any and all claims for personal injuries and/or property damage whether known or unknown, including any future

claims, and any claims arising from the July 3, 2018 entry upon City Property. I additionally agree to indemnify Releasee, its partners, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all such claims, injuries, liabilities or damages arising from the undersigned entry.

If any provision of this Release shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remainder of this Release shall not be affected thereby and shall continue in full force and effect.

This Release shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

Signed as a sealed instrument this ____ day of _____ 2018.

Releasor

Releasor

Releasor

Releasor