



Accessible Beach Chair Waiver of Liability, Assumption of Risk & Indemnity Agreement

In consideration of being permitted to participate in any way in the use of the beach wheelchair, hereinafter called "The Activity", I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge, and covenant not to sue** The City of Framingham, its officers, employees, and agents from liability **from any and all claims including the negligence of The City of Framingham, its officers, employees and agents**, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. 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 City of Framingham HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity 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 Commonwealth of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment 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 understand that if I damage or destroy the Accessible Beach Chair I will be charged the market price to replace the chair (Currently \$3,500.00). I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

PRINT NAME OF PARTICIPANT

DATE

AGE

ADDRESS

PHONE

EMAIL

SIGNATURE OF PARTICIPANT / GUARDIAN (IF MINOR)

PRINT NAME OF GUARDIAN (IF MINOR)



Accessible Beach Chair Information

The City of Framingham Parks & Recreation Department is proud to offer this beach wheelchair to those with medical and mobility impairments.

Thank you to the City of Framingham Disability Commission and SMILE Mass for making this possible.

- Chair is available on a first-come-first serve basis. No reservations accepted.
- Chair is available, free of charge, to use at this location ONLY. Chair may not be removed from beach premises.
- Chair is available when lifeguards are on duty only (10am – 7pm daily, the third Thursday in June through the third Thursday in August).
- All users must fill out a waiver prior to use.
- Wheelchairs are not able to be independently operated. Therefore, users must be accompanied by another individual capable of maneuvering the chair.
- All users under the age of 18yrs. MUST have an adult present at all times.
- Maximum user weight is 300lbs.
- Users may not be left alone, on the sand, or in the water, at any time.
- Use at your own risk.
- User must read safety manual prior to use.
- All beach rules must be adhered to while using the wheelchair.

Please direct any questions or concerns to the City of Framingham Parks & Recreation Department at 508-532-5960 or parks.recreation@framinghamma.gov