

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individuals named below (referred to as “We” or “Us”), and their guests, desire to participate in and gathering people together for an event at Castleton Banquet & Conference Center (the “Activity”) which shall be provided by Castleton LTD (the “Company”). As lawful consideration for the value that We will gain by participating in the Activity, We agree to all the terms and conditions set forth in this agreement (this “Agreement”).

WE ARE AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS ILLNESS, INJURY AND/OR DEATH. WE ACKNOWLEDGE THAT WE ARE AWARE OF THE COVID-19 VIRUS AND ITS ABILITY TO BE TRANSFERRED FROM PERSON-TO-PERSON CONTACT. WE ARE ALSO AWARE THAT ANY PERSON MAY CARRY THE VIRUS AND BE ASYMPTOMATIC. WE UNDERSTAND THAT THE COMPANY CANNOT GUARANTEE THAT WE OR OUR GUESTS WILL NOT BECOME INFECTED WITH COVID-19, DESPITE THE COMPANY’S BEST EFFORTS TO ABIDE BY STATE AND FEDERAL GUIDELINES SURROUNDING COVID-19. WE ACKNOWLEDGE THAT WE ARE VOLUNTARILY PARTICIPATING IN THE ACTIVITIES, AS WELL AS OUR GUESTS WHO ARE VOLUNTARILY PARTICIPATING, WITH KNOWLEDGE OF THE DANGER OF ILLNESS INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF ILLNESS, INJURY, OR DEATH.

We hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively “Releasees”), on account of illness, injury, or death arising out of or attributable to our participation in the Activities, and all of our guests’ participation in the Activities. We agree not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

We shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities. This includes all third-party claims made by our guests at the event.

This Agreement constitutes the sole and entire Agreement between the Company and Us with respect to the subject matter of release of liability and assumption of risk contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and Us and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New Hampshire without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Rockingham County, New Hampshire and We hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, WE ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT WE ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY, AND OUR GUESTS TO SUE THE COMPANY.

Client 1

Signature: _____

Printed Name: _____

Date: _____

Client 2

Signature: _____

Printed Name: _____

Date: _____