

VOLUNTARY LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release executed by _____ (“Participant”) whose address is _____, and, if Participant is of minority legal age, by _____ (“Participant’s Parent/Guardian”) whose address is _____ to The Key Foundation, Inc. (the “Foundation”), Yankee Clipper Council, Inc. (the “Council”), and MacCallum’s Boathouse, Inc (the “Boathouse”).

1.0 I/we, the undersigned request that Participant be granted permission to participate in the following activity: Lake Swim V (the "Activity"), to be held at the following location Northwood Lake, Northwood, New Hampshire on July 25, 2009. “Lake Swim V” includes, without limitation, a shore-to-shore endurance swim of approximately 3 miles in Northwood Lake located in Northwood, New Hampshire

2.0 In consideration of the Participant being permitted to participate in the Activity, and for other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, I/we do voluntarily release, waive, forever discharge, and covenant not to sue the Foundation, the Boathouse or the Council, their respective governing boards, directors, officers, agents, or employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to Participant, whether caused by the negligence or carelessness of the Releasees, or otherwise, while Participant is participating in the Activity, or any adjunct to the Activity.

3.0 I/we have signed this Release in full recognition and appreciation of the dangers, hazards, and risks of the Activity, which dangers, hazards and risks include, without limitation, property damage, serious injuries, and death. I/we further declare and attest that the Participant:

- (a) is in good mental and physical fitness for swimming;
- (b) is an excellent swimmer and capable of swimming long distances such as are involved in the Activity; and
- (c) is aware that swimming is a physically strenuous activity and that he/she will be exerting himself/herself during the Activity or any adjunct to the Activity.

I/we further declare and attest that I/we have fully discussed the aforementioned dangers, hazards and risks, and Participant and Participant's Parent/Guardian agree that Participant has individually accepted and assumed the dangers, hazards and risks involved with the Activity as witnessed below.

4.0 I/we understand and agree that Releasees do not have medical personnel available at the location of the Activity. I/we understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I/we understand and agree that Releasees assume no responsibility for any injury, death or damage which might arise out of or in connection with such authorized emergency medical treatment.

5.0 It is our express intent that this release and hold harmless agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" the Above-Named Releasees. Participant's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releasees from any claim by Participant or Participant's family, arising out of Participant's participation in Activity.

6.0 In signing this Release, Participant and Participant's Parent/Guardian acknowledge and represent that I/we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before I/we sign it, and that I/we have reviewed it and Participant and Participant's Parent/Guardian understand what it means and that I/we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I/we further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in this Activity, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.

7.0 I/we further agree that this Release shall be construed in accordance with the laws of the Commonwealth of Massachusetts. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

I, Participant's Parent/Guardian further state that I am Participant's _____ Parent/ _____ Guardian, and am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for the Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, I/we have executed this release this ____ day of _____, 2009.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENT OR GUARDIAN

WITNESS

(Name and Relationship to Participant)

(Signature)

PARTICIPANT

WITNESS

(Signature)

(Signature)