

Proof of insurance and/or a liability waiver (form attached) will be required from the winning bidder. The Town will not be responsible for any damage to your vehicles and equipment. The work will be performed by the winning bidder, and may not be subcontracted.

The undersigned certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature _____

Phone Number _____

Date _____

Email Address _____

If you are interested in bidding, please complete and sign this form, and return it to me in a **sealed envelope** by 2:00 PM on Tuesday, January 31, 2017, at which time all bids will be opened. It is anticipated that an award decision will be made at the Selectboard meeting on February 6, 2017. If you have questions, I can be reached at 863-9347.

Sincerely,

Ray Purington, Administrative Assistant
Gill Selectboard

Enc. Consent & Release Form

TOWN OF GILL
M A S S A C H U S E T T S



www.gillmass.org

CONSENT & RELEASE FORM

I, _____, the undersigned, in consideration of being allowed to
(Print full name legibly)

use the Town of Gill's Mariamante field for agricultural purposes, agree as follows:

Release. I, for myself, my heirs, beneficiaries, devisees, executors, administrators, attorneys, personal representatives, and assigns, do hereby agree to forever release, hold harmless and discharge the Town, its successors and assigns, and the past, present, or future officers, employees, successors-in-interest, attorneys, representative, volunteers and agents of the Town (hereinafter the "Town" or "Releasees") from any and all claims, debts, demands, accounts, judgments, rights, causes of action, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected, which may arise from my participation in the Activities, including but not limited to, any and all claims arising out of claims for emotional distress, mental anguish, personal injury, loss of consortium, property damage and any and all claims that may be asserted by me or on my behalf by others.

Indemnification. I, to the fullest extent permitted by law, shall defend, indemnify, and save harmless the Releasees from and against all demands, claims, damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees)(referred to collectively as "demands") arising out of or resulting in any way from my participation in the Activities pursuant to this Consent and Release Form including demands by or because of any person directly or indirectly connected to me. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification right of the Town, that otherwise may exist under statute or in law or equity.

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CONSENT & RELEASE FORM

(continued from Page 1)

I affirm that I have read this Consent & Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and that I am free to choose not to participate in said Activities. By signing this Form, I affirm that I have decided to participate in the Activities with full knowledge that the Releasees will not be liable to anyone for personal injuries and property damage that I may suffer or cause during the Activities.

I acknowledge that the Activities include dangerous activities, and I sign this Consent & Release Form voluntarily and of my own free will and that I am eighteen years of age or older.

Participant Signature

Date