

BRISTOL COUNTY SHERIFF'S OFFICE

**VISITOR AND PUBLIC TOUR
WAIVER AND RELEASE OF LIABILITY**

CAREFULLY read this authorization to Waiver and Release of Liability, then sign and date the WAIVER in black ink.

To allow the Bristol County Sheriff's Office ("*Sheriff's Office*") to process my application for visitor entry into the secured perimeter of the Jail and House of Correction operated by the Sheriff's Office for the purpose of a public tour, I, _____, hereby agree to the following terms and conditions:

1. Voluntary Participation. I understand and confirm that my participation with the Sheriff's Office is wholly voluntary.
2. Identification of Risks. I understand that my participation with the Sheriff's Office may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Visitor and Pubic Tour Waiver and Release of Liability (this "*Waiver*") is intended to address all of the risks of any kind associated with my participation in any aspect with the Sheriff's Office, or with the time I am involved with the Sheriff's Office, including, but not limited to, such risks created by actions, inactions, or negligence on the part of the Sheriff's Office or its officers, employees, agents, volunteers, successors, or assigns.
3. Assumption of Risks. I assume the risk of any injuries I may sustain during the tour or on Bristol County Sheriff's Office property. I release the Sheriff's Office from any liability involving my participation in a tour, except for injuries caused by the deliberate or unlawful conduct of officers or employees of the Sheriff's Office.
4. Authorization. I agree that my entry upon Sheriff's Office premises or my participation in any Sheriff's Office activity is at the authorization of the Sheriff or his designee, and I agree to abide by that decision.
5. Sheriff's Office Policies and Rules. I agree to abide by the rules and regulations of the Sheriff's Office, and understand that violation of policies, procedures, rules and regulations may be grounds for termination of the tour and removal from the property.
6. Release and Waiver. I agree to indemnify to the extent allowable by law, hold harmless and forever discharge the Sheriff's Office and its officers, employees, agents, successors, and assigns from all claims for any liability, injury, loss, damages, or expense, including attorneys' fees (including the cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation with the Sheriff's Office, whether or not caused in whole or in part by the negligence or other misconduct of the Sheriff's Office or any of the individuals mentioned above.
7. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, executors, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Sheriff's Office and its successors and assigns.
8. Full Agreement. This Waiver contains the entire agreement between the undersigned and the Sheriff's Office, and supercedes any prior written or oral agreement between them concerning the subject matter of this Waiver. The provisions of this Waiver may be waived, altered, amended or repealed, in whole or in party, only upon the written agreement of the parties.
9. Severability. If any term or provision of this instrument or the application thereof to any person or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.
10. Applicable Law. This instrument shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

I CONFIRM THAT I AM OVER THE AGE OF 18 YEARS AND THAT I HAVE READ THIS WAIVER IN ITS ENTIRETY. I AM SIGNING THIS WAIVER FREELY AND VOLUNTARILY, FULLY UNDERSTAND ITS CONTENTS AND KNOWINGLY AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.

_____ Signature	_____ Print Full Name	_____ Date
Witnessed by: _____		
_____ Staff Signature	_____ Print Name	_____ Date