

Life Span Respite ~Hold Harmless Agreement

1. I, _____ hereby release, waive, discharge and covenant not to sue State of NH DHHS/SMS, Life Span Respite, its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, my dependants or household members, heirs or assignees, or to any property belonging to me, my dependants or household members, heirs or assignees, whether caused by the negligence of the releasees, or otherwise, while participating in The Life Span Respite Pilot project

2. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, my dependants or household members, heirs or assignees, or any loss or damage to property owned by me, my dependants or household members, heirs or assignees, as a result, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur while receiving Respite Services.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by it.

Participant/Guardian Signature: _____

Name Printed: _____ Date Signed _____

Witness: _____

Witness Name Printed: _____ Date Signed _____

Respite Provider Signature: _____

Name Printed _____ Date
Signed _____