

REVOCABLE LICENSE AGREEMENT

I, \_\_\_\_\_ of \_\_\_\_\_, (“Licensee”) agree to use paths or trails on real property **known as the “Gyro” and located adjacent to the Pemigewasset River in the Town of Holderness and** owned by Holderness School (“Holderness”) in Plymouth, NH (the “Holderness Property”) and pursuant to this Revocable License Agreement (“Agreement”). This Agreement covers my visit and participation in activities on or about the Holderness Property (hereinafter “my Visit”). I understand there is no charge for my Visit, and Holderness may revoke my Visit at any time.

1. **Risk Factors and Assumption of Risk**– I agree to use the Holderness Property solely for “outdoor recreational activities” as defined in NH RSA Title 18, Ch. 212, §212:34. I assume all risk of bodily injury, disability, paralysis, and possible death during my Visit.

2. **Duty of Care** – I acknowledge and agree that Holderness owes me no duty of care to keep the premises safe for “outdoor recreational activity” or to post warnings of conditions, uses of structures, or activities on such premises to persons entering for such purposes except as required by NH RSA Title 18, Ch. 212, §212:34.

3. **Release and Indemnify** – I hereby release, waive, discharge and hold Holderness harmless, and its successors, assigns, agents and representatives from all claims, demands, suits, liabilities, judgments, and causes of action for personal injury, illness, death or other injury or loss arising out of my Visit.

4. **Jurisdiction** – This Agreement shall be governed solely by the laws of the State of New Hampshire, and New Hampshire shall be the exclusive forum for any suit or proceeding hereunder.

5. **Severability** – If any term of this Agreement is held to be unenforceable, such invalid term shall be construed so as to be compatible with applicable law and the rest of this Agreement shall remain in full force and effect.

*I affirm that I am over the age of 18 and have read and fully understand this Agreement and understand that it relates to surrendering and releasing valuable legal rights, and that I do so freely and voluntarily. If not of the age of 18, this Agreement must be signed by a parent or a legal guardian before my Visit.*

\_\_\_\_\_(Signature) \_\_\_\_\_ Date

Print Name: \_\_\_\_\_

*I am the parent or legal guardian of the above named minor. I have read and understand this Agreement in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of this form. I also give my consent to the participation of the activity of the minor.*

\_\_\_\_\_(Signature) \_\_\_\_\_ Date

Print Name: \_\_\_\_\_