

**Meredith Farm  
Topsfield, Massachusetts**

**Waiver of Liability, Assumption of Risk & Indemnity Agreement**

**Waiver:**

In consideration of certain work which we have been contracted to undertake at Meredith Farm, the premises owned by **Timothy R. Collins, (the "Trustee") Trustee of the Meredith Farm Realty Trust, (the "Trust")** we, for ourselves, our heirs, personal representative and/or assigns, **do hereby release, waive, discharge, and covenant not to sue** the Trust, it's Trustee(s), beneficiaries, employees and agents for any potential liability or responsibility in connection with any and all claims for personal injury, accidents, illnesses (including death) and/or property loss or damage arising out of or resulting *from our work and related activities on the Trust premises.*

**Assumption of Risk:**

We specifically acknowledge that such work and activities carry with them numerous inherent risks of bodily injury and property damage that cannot be eliminated regardless of the care taken to avoid injuries. We know and understand and appreciate that these and other risks are inherent in the work and activities we are conducting on the Trust property. **We voluntarily and knowingly assume all such risks.**

**Indemnification and Hold Harmless:**

We also agree to indemnify and hold harmless the Trust, its Trustee(s), beneficiaries, employees and agents from any and all claims, actions, suits, costs, expenses, damages and liabilities including attorney fees as a result of our work and activities conducted on the Trust property.

**Severability:**

The undersigned further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Insurance:**

We agree to provide the Trust with a Certificate of Insurance, with appropriate limits of coverage, naming the Trust as an additional insured, and proof of Workers Compensation coverage for all of our employees, and to maintain said policies in effect for as long as we are conducting activities on the Trust property.

**Acknowledgement of Understanding:**

We have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. We acknowledge that we are signing the agreement freely and voluntarily, and intend by our signature to be a complete and unconditional waiver and release of all liability, to the greatest extent allowed by law.

Entity: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_