



General Release

This General release ("Agreement") is entered into on this ____ day of _____, 20____, between the Massachusetts Bay Transportation Authority ("MBTA") and _____ ("Permit Holder"). In consideration of the MBTA granting Permit Holder and its agents and employees permission to enter the MBTA property located at _____ ("Premises") for the purpose(s) of _____, Permit Holder, for itself and its attorneys, consultants, agents, servants, partners and employees, and their respective heirs, next of kin, successors, assigns, executors, administrators, personal representatives, and/or any other person acting on their behalf, hereby agrees as follows:

- 1. Use and Care of Premises.** Permit Holder is responsible for the proper use and care of the Premises and any MBTA property located at the Premises. Permit Holder will be liable for the repair or replacement costs of any MBTA property which is damaged, lost or destroyed as a result of Permit Holder's use of the Premises. Permit Holder agrees to clean up and restore the Premises immediately after use to the same condition provided to Permit Holder prior to its use of the Premises. Costs may be assessed for clean up by the MBTA if Permit Holder's clean up is not satisfactory.
- 2. Security of Personal Property.** Permit Holder is solely responsible for the security of its personal belongings on the Premises. The MBTA shall not be liable for any injury to or loss of property, whether caused by the MBTA, Permit Holder, or otherwise.
- 3. Assumption of Risk and Release of Liability.** Permit Holder accepts the Premises "as is." Permit Holder shall assume the risk and responsibility for all actions of Permit Holder and its invitees on the Premises. Permit Holder hereby releases and discharges the MBTA for liability for any personal injury, loss of life or damage to property resulting from or incurred in connection with Permit Holder's use of the Premises, and whether due in whole or in part to the actions or omissions, negligent or otherwise, of the MBTA or its officers, agents, employees, directors, servants, Permit Holders or invitees (collectively, "MBTA Affiliated Individuals"). The provisions of this Section 3 shall survive the termination of this Agreement.
- 4. Indemnification.** Permit Holder hereby agrees to release, discharge, indemnify, defend and hold harmless the MBTA and all MBTA Affiliated Individuals from and against any and all claims, suits, demands, causes of action or damages pertaining to or in any way arising out of Permit Holder's use of the Premises and asserted against the MBTA by any person

¹ Updated 7/19/16

(including, without limitation, any claims by the MBTA's own employees) for injury to persons including death, or for loss of or damage to property or the loss of use thereof, sustained by reason or as a result of the use of the Premises, and whether due in whole or in part to the actions or omissions, negligent or otherwise, of the MBTA or any MBTA Affiliated Individual. Permit Holder further agrees to release, discharge, indemnify defend and hold harmless the MBTA and all MBTA Affiliated Individuals from and against any orders, judgments, liens or decrees which may be entered, and from and against all costs, attorneys' fees, expenses and liabilities incurred in or by reason of the defense of any claim, suit, demand or action and the investigation thereof. The indemnification required by this Section 4 shall not be limited in any way by the limits, terms or conditions of any insurance policy. The provisions of this Section 4 shall survive the termination of this Agreement.

5. No Release for Gross Negligence or Willful Misconduct. Notwithstanding the foregoing, Permit Holder shall not be required to release, discharge, indemnify or defend the MBTA or MBTA Affiliated Individuals against claims resulting from the gross negligence or willful misconduct of the MBTA.

6. Insurance. As required by the MBTA, Permit Holder shall have Comprehensive General Liability Insurance coverage with minimum limits of \$1 Million (combined single limit for bodily injury/property damage) to cover its activities at or on the MBTA Premises and for the purpose of this Agreement. Any insurance carried by the MBTA, the Massachusetts Department of Transportation and/or the Commonwealth shall be noncontributing. Nothing in this Agreement shall limit the MBTA from requesting that the Permit Holder obtain additional insurance coverage. A certificate of insurance evidencing such insurance must be submitted prior to the start of the activity/event and the MBTA must be listed as certificate holder and additional insured.

7. Compliance with Terms and Conditions of Onsite Activities Permit. In connection herewith, the MBTA may issue an Onsite Activities Permit ("Permit") to Permit Holder. Acceptance of such Permit indicates Permit Holder's agreement to comply with the terms stated therein. The terms and conditions of this Agreement shall be incorporated into any Permit issued to Permit Holder, and the terms and conditions of said Permit are likewise incorporated herein.

8. **Opportunity to Read.** By entering into this Agreement, Permit Holder agrees that prior to executing this Agreement, Permit Holder had the opportunity to read this Agreement in its entirety and to seek legal advice in connection herewith.

9. **Miscellaneous.**

(a) *Headings.* The headings used in this Agreement are included solely for convenience and shall not be used in connection with the interpretation hereof.

(b) *Governing Law and Venue.* This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. The State Courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction over any actions arising out of this Agreement.

(c) *Waiver.* A waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

(d) *Privilege and Immunities.* Nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the MBTA.

(e) *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

(f) *Entire Agreement.* This Agreement constitutes the entire agreement between the MBTA and Permit Holder and supersedes any prior understandings. This Agreement may be amended only by written amendments duly executed by the parties.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

For and on behalf of Permit Holder: For and on behalf of MBTA:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Troop#: _____

Title: _____