

Town of Cummington

Release of Claims, Indemnity, Covenant Not to Sue, and Hold Harmless Agreement

The Town of Cummington is pleased to offer you the opportunity to make use of Town of Cummington Facilities (the "Town Property"). The Town Property is offered as is with no guaranty as to its suitability for any particular purpose. The below Release of Claims, Indemnity, Covenant Not to Sue, and Hold Harmless Agreement absolves the Town of Cummington and its officials, employees, and volunteers from liability or responsibility for any harm or injuries you may suffer during or as a result of your use of the Town Property. It also provides that the Town will not be liable or responsible for harm to others resulting from your use of the Town Property. Please consult with an attorney if you have any questions regarding this document.

I, _____, in consideration of the opportunity to make use of the property specified in this application for myself and/or my organization, and for other good and valuable consideration hereby acknowledged, do hereby agree to forever RELEASE the Town of Cummington, its employees, agents, and officers (the "Releasees"), from any and all claims, actions, rights of action and causes of action, damages, costs, loss of services, expenses, compensation and attorneys' fees that may have arisen in the past, or may arise in the future, directly or indirectly, for known and unknown personal injuries, illness or property damage which I and/or my organization may have received as a result of my use of the building and/or grounds at the Town Property, and all activities related thereto.

I further acknowledge that participation in activities at the Town Property are voluntary and may expose me, or my property and/or the property of my organization to the risks resulting from this use by myself and others. I therefore also promise on behalf of myself, and/or my organization, to INDEMNIFY, REIMBURSE, DEFEND AND HOLD HARMLESS the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including claims for damages, costs and attorneys' fees arising from illness or from exposure to any illness or personal injuries to myself or others or property damage resulting from my participation and/or the participation of my organization in activities at the Town Property.

I hereby further covenant for myself, my successors and assigns and/or my organization, its successors and assigns not to sue the said Releasees on account of any such claim, demand or liability.

I am fully aware that by signing this document I am releasing the above-mentioned parties from liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent on behalf of myself and/or my organization to release the above-mentioned parties from liability relating to any exposure to illness or accident and resulting illness, injuries and/or death that may occur while participating in activities at the property specified in this application.

Witness my hand and seal this _____ day of _____.

Print Name _____.

Signature _____