



## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND COVENANT NOT TO SUE**

IN CONSIDERATION of being permitted to utilize the town property for private organizational purposes, the undersigned for himself / herself, his/her personal representatives, heirs and next of kin:

1. HEREBY forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE the Town of Bethany. and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and /or assigns, as well as their independent contractors, and volunteers, (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss of damage to person or property, incurred by me in connection with my use of town property. I further agree to indemnify, defend and hold harmless releases from any loss, liability, cost, claim or damages arising from my use of town property.
2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the MY USE OF TOWN PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise.
3. AFTER THE OPPORTUNITY TO FULLY INFORM MYSELF ABOUT MY USE OF TOWN PROPERTY, I KNOWINGLY AND FREELY ASSUME ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my use thereof.
5. I voluntarily agree to comply with the stated and customary terms and conditions for use of town property. If, however, I observe any unusual and/or significant hazard during my presence or use, I will remove myself from participation and bring such hazard to the attention of the nearest official.
6. I understand that I am not permitted to prepare or serve any food from the onsite kitchen of the Town without first submitting a Food Service License Application form for a Temporary Event with the Quinnipiac Valley Health District (QVHD) and only after receiving a temporary license from QVHD.
7. I attest and verify that, unless otherwise indicated below, I am free from all illness, injuries and defects that could interfere with my safe use of town property.
8. I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify releasees from any and all liability or claims arising out of such treatment.

9. HEREBY AGREE AND UNDERSTAND that should any part or portion of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The remaining provisions and all portions of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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

Email: \_\_\_\_\_

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

Emergency Contact Information (Required)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)**

I represent and warrant that I am the parent or legal guardian of \_\_\_\_\_, the individual who signed the foregoing Release ("Minor") and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute said Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor's behalf). I acknowledge and agree that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor. Furthermore, in consideration of Releasees possibly including me and/or Minor in the Event, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release and Waiver (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Event, if any.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

RELATIONSHIP TO MINOR: \_\_\_\_\_