



Incorporated 1872

## VILLAGE OF CLAYTON

425 Mary St. ♦ PO Box 250 ♦ Clayton ♦ 1000 Islands ♦ New York 13624  
Phone: (315) 686-5552 Fax: (315) 686-2132  
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### WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

#### FOR VILLAGE OF CLAYTON PARKS AND RESERVATIONS FOR USE OF MUNICIPAL BUILDING.

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

Time: \_\_\_\_\_

Name of Group/Individual: \_\_\_\_\_

Purpose of Reservation: \_\_\_\_\_

Person in Charge: \_\_\_\_\_

1. In consideration for receiving permission to hold an event (*name of event*) \_\_\_\_\_ at the Village of Clayton (*Park or Building*) \_\_\_\_\_ located at \_\_\_\_\_ Clayton, NY 13624, I hereby RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS: The Village of Clayton, its Board of Trustees, and any partner, employee, servant, representative, associate, officer, agent, volunteer, successor and assigns The Village of Clayton, (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by The Village of Clayton NY, or to any property belonging to The Village of Clayton. **WHETHER CAUSED BY THE**, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted. ***There will be no alcohol allowed on Village of Clayton's property.***

2. I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by The Village of Clayton, as a result of being engaged in such an activity, **WHETHER CAUSED BY THE**, including but not limited to, SOLE, CONTRIBUTORY OR GROSS NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, demands, liens, liabilities, judgments, or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART** by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, personal representatives, executors, and assigns, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.

5. I expressly agree that this Release and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**CERTIFICATE OF INSURANCE REQUIREMENTS:** The requester at the requester's sole expense shall procure and maintain bodily injury, including death and property damage insurance with a combined limit of at least one million and no/100 dollars (\$1,000,000). Such insurance shall insure, on an occurrence basis against all liability of the requester, its employees and agents arising out of or in connection with operations of the requester. The Village of Clayton and its elected officials, officers, board members, agents and employees shall be named as an additional insured on the requesters policy. The requester shall provide to the Village of Clayton a certificate of insurance evidencing the coverage required by this paragraph on or before the commencement date of the request.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

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

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