

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of authorization to use public property belonging to the Town of Webster, and for other good and valuable consideration, receipt of which is hereby acknowledged, ("_____"), by its undersigned officer duly authorized, hereby forever releases, indemnifies, and holds harmless the Town of Webster ("the Town"), and its officers, employees, agents, board members, volunteers, contractors, and insurers (collectively "the Releasees") from and against any and all claims, demands, actions, suits, rights of action, causes of action, rights of indemnification, proceedings, injuries, damages, expenses, costs, and liabilities whatsoever, of every name and nature, both in law and equity, that may have now or in the future, resulting from, arising out of, or in any way relating, directly or indirectly, to its voluntary use of said Town property, more particularly described as:

_____ also hereby promises to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, actions, suits, rights of action, causes of action, rights of indemnification, proceedings, injuries, damages, expenses, costs, or liabilities whatsoever, of every name and nature, both in law and equity, that any other person or party may have asserted or may assert resulting from, arising out of, or in any way relating, directly or indirectly, to its said use of said Town property.

_____ hereby affirms that it has had a chance to review this document with counsel of its own choice prior to signing it and that it understands its contents and import and further affirms that it understands that its use of Town Property (for recreational purposes) is strictly voluntary and constitutes good consideration for this Release and Indemnification Agreement. By signing this form, affirms that it has decided to use said property with the full knowledge that the Releasees will not be liable to it, or any person or party, for personal injuries, property damage, or other damages which may be suffered in connection with that use.

Executed on this 26th day of October, 2013, by it's duly-authorized representative,

(Name of Organization/Company)

By: _____ (Signature)

Print Name:

Print Position:

Print Address:

Date: _____