

Town of Warwick

Waiver & Hold Harmless Agreement

1. In consideration for receiving permission to utilize town property, I hereby release, wave, discharge and covenant not to sue the Town of Warwick, their officers, agents, servants, or employees (here after referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the releases, or otherwise , while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the risks involved and hazards connected with private activities included in public venues, and hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage owned by me, as result of being engaged in such an activity, whether caused by the negligence of the releases or otherwise.

3. I further hereby agree to indemnify and hold harmless the releases for any loss, liability, damage or cost, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by my negligence of the releases or otherwise.

4. I understand that the Town of Warwick does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that event. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releases. 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.

6. 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 is voluntarily as my own free act and deed, no oral representatives, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least 18 years of age and fully competent; and I execute this release for full, adequate and complete consideration fully to be bound by the same.

Child's Name: _____

Name: _____

Signature: _____

Date: _____