

Hold Harmless Agreement

Orchard Park Festival of the Arts 2019

The undersigned, _____ (herein referred to as “User”), in consideration of the use of the facilities of the Orchard Park Central School District, Orchard Park Chamber of Commerce, Orchard Park Festival of the Arts, Village of Orchard Park and Town of Orchard Park, located at Orchard Park Middle School, Orchard Park, New York, for the purpose of the Orchard Park Festival of the Arts, hereby

AGREES to release and forever discharge the Orchard Park Chamber of Commerce, Orchard Park Festival of the Arts, Village of Orchard Park, Town of Orchard Park and Orchard Park Central School District of and from all, and all manner of actions, cause and causes of action, suits, controversies, damages, claims and demands whatsoever, in law or in equity, which the User now has or which the User or (his/her) (their) (its) heirs, successors and assigns may have, resulting from the foregoing use of the Orchard Park Middle School facilities and surrounding areas of the Village of Orchard Park and Town of Orchard Park; and the User further hereby

AGREES to defend; indemnify and hold harmless the Orchard Park Chamber of Commerce, Orchard Park Festival of the Arts, Village of Orchard Park, Town of Orchard Park and Orchard Park Central School District, its members, officers, Directors, employees and agents from any and all claims, suits, liabilities, causes of action, judgments, costs (including, but not limited to, all reasonable expenses of defense and related investigation), expenses, and damages (including damages for care and loss of services because of bodily injury, sickness or disease, including death resulting there from) sustained by User or any person or persons, and because of injury to, or destruction of, property (including the loss of use thereof), caused by, arising out of, or resulting from, in whole or in part, any act or omission of User, its agents, servants, employees or individuals participating in User’s use of the facilities and surrounding areas; and the User further hereby

AGREES, On User’s behalf and on behalf of User’s insurance carrier, to waive any rights of subrogation against the Orchard Park Chamber of Commerce, Orchard Park Festival of the Arts, Village of Orchard Park, Town of Orchard Park and Orchard Park Central School District that may otherwise attach to or derive from any policy of insurance the User may obtain to insure against User’s liability in connection with use of the facilities and surrounding areas, and the User further hereby

AGREES, to name the Orchard Park Chamber of Commerce, Orchard Park Festival of the Arts, Village of Orchard Park, Town of Orchard Park and Orchard Park Central School District as an additional insured on any and all insurance policies User may obtain in connection with use of the facilities and surrounding areas

DATED: Orchard Park, New York

_____, 2019

Print name of User: _____

Print address of User: _____

Authorized signature of User: _____

STATE OF NEW YORK)

)ss .:

COUNTY OF _____)

On the _____ day of _____, in the year _____ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose Name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), acted, executed the instrument.

Notary Public