

WEST SADBURY TOWNSHIP, CHESTER COUNTY

PROPERTY USAGE AGREEMENT

Release, Indemnification and Hold Harmless Agreement

I wish to use the facility owned and/or maintained by West Sadsbury Township (the "Facility") for the purposes of _____. I understand that I will be charged a fee for use, payable in advance of use of the Facility, and that, in additional consideration for allowing me to use the Facility, West Sadsbury Township expects that I will be legally responsible for all that may occur relative to my activities, and that I will further release and hold West Sadsbury Township harmless from all claims of any type that might result from my activities or use of the Facility. Specifically, I understand and agree:

1. I will use the Facility only for the purposes stated and no other. I will not permit the Facility to be used in any unlawful manner, or in any manner as to injure persons or property.
2. West Sadsbury Township does not supervise my activities or the Facility in any fashion, including the service of alcohol. I certify that all activities will be in full compliance with any local, state, or federal laws or regulations, as well as all policies that West Sadsbury Township may have which have been explained to me.
3. I cannot rely upon West Sadsbury Township for assurances, expressed or implied, that my activities will not cause harm to me or others. By allowing me to utilize the Facility, West Sadsbury Township is also making no assurances whatsoever regarding the condition of the Facility, its suitability for my intended use, or that no harm will come to me, my fellow members, my invitees, or my guests either by my activities, or by the Facility itself. I am fully responsible to determine if the Facility is adequate to engage in my activities safely, and in the event that I deem that they are not, I will refrain from any activities. This will be my sole responsibility.
4. I understand and acknowledge the activity that I will engage in and the risks associated with the activity. I acknowledge that West Sadsbury Township has provided me with no information in this regard, and that in the case that I am not able to hold the activity safely, I will refrain from any activities. This will be my sole responsibility.
5. Not only do I agree to be legally responsible and release, defend, indemnify, and hold harmless West Sadsbury Township or any of its agents or employees from any harm that may come to me, my fellow members, my guests, or my invitees as a result, directly or indirectly, of the activities or as a result of the Facility or any condition thereof or thereon, but in consideration of the use of the Facility, I further agree to release, defend, indemnify, and hold harmless West Sadsbury Township, or any of its agents or employees from any claims, including those resulting from alleged acts of negligence on any of their parts.
6. It is my knowing intention to provide West Sadsbury Township, and any of their agents, employees or members, at my own cost and expense, including attorneys fees and costs, the broadest release, hold harmless and indemnification protections provided by law in the event of claims of any nature whatsoever arising out of or during my use of the Facility.

I have read the above information, agree to it, and have had an opportunity to ask any questions that I have. I have further had an opportunity to inspect the Facility prior to use and find it

adequate for my intended use. If I am signing on behalf of an organization, I certify that I am authorized to agree to the terms and conditions of this Agreement on my behalf and on behalf of the organization and the organization's members.

Signed _____

Date _____

Printed Name _____

Organization _____

Address _____

Phone Number _____

Email Address _____