

## ASSUMPTION OF RISK, GENERAL RELEASE AND INDEMNITY AGREEMENT

\_\_\_\_\_, with an address at

\_\_\_\_\_  
("Applicant"), in consideration of the use of property owned by the Town of Woodbury (the "Town") for the "Activity" described hereunder and the promises and mutual covenants hereinafter contained, formally covenants and agrees to be bound as follows:

1. Activity: \_\_\_\_\_

2. Date(s) of Activity \_\_\_\_\_

3. Time(s) of Activity \_\_\_\_\_

4. Assumption of Risk & Liability: The Applicant acknowledges and agrees that they hereby voluntarily take and assume all risk and liability associated with the Activity and any additional activities related thereto, with full knowledge of the risks involved, including risk of injury, death and property damage whether foreseen or unforeseen, known or unknown.

5. Full and General Release – Agreement Not to Sue: The Applicant hereby fully releases and discharges forever (and agrees not to sue) the Town its residents, officers, trustees, directors, employees and consultants (collectively the "Releasees") from and for any and all liability and claims related to any loss, injury or damage that may be sustained by the Applicant or its officers, trustees, directors, employees, consultants, contractors or invitees, including loss of life, personal injury or property damage caused by the negligence, intentional or unintentional acts of the Applicant its officers, trustees, directors, employees, consultants, contractors or invitees while participating in the Activity. Notwithstanding the foregoing release, nothing in this Agreement shall be interpreted to release the Releasees for any acts or omissions by the Releasees which constitute gross negligence, willful and intentional wrongdoing or criminal conduct.

To the extent that the Activity involves property owned or maintained by the Town, the Applicant accepts the use of said property in an "as is" condition without representation or warranty of any kind by the Town, including without limitation, the suitability or safety of said property or any facilities on the property, for the Applicant's use. The Applicant, at its own expense, shall obtain such permission or other approvals from any third-parties with existing rights to such property as may be necessary to make use of said property in the manner contemplated hereby.

6. Indemnification: The Applicant hereby agrees to indemnify, defend (using an attorney mutually approved by both the Town and the Applicant) and hold the Releasees harmless from and against any verifiable and substantiated claims, injuries, losses, damages, liabilities, fines, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys' fees) which directly arise out of or are incidental to the Applicant's participation in the Activity or any activity related thereto, whether caused by the negligence, intentional or unintentional acts or omissions of the Applicant its officers, trustees, directors, employees, consultants, contractors or invitees.

7. Insurance: Prior to commencing the Activity the Applicant agrees to provide evidence of insurance coverage to the Town pursuant to Chapter 149-2(F) of the Town Code

8. Compliance with Law: The Applicant hereby certifies that the Activity and any activity ancillary thereto shall at all times be in full compliance with all local, state and federal laws or regulations, including without limitation all local parking and fire laws.

9. Authority: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

10. Choice of Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York and any and all litigation arising in connection with the Service will be brought solely in Orange County, New York.

11. Attorney Review. The Applicant acknowledges that the Applicant has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Agreement.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail deliver of such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or e-mail signature page were and original thereof.

In Witness Whereof, the undersigned have hereunto affixed their signature as of this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Print Name of Applicant

Signature \_\_\_\_\_

Title: \_\_\_\_\_

Address (for notice) \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

TOWN OF WOODBURY

By: \_\_\_\_\_

\_\_\_\_\_, Supervisor