

HOLD HARMLESS AGREEMENT

The undersigned, _____ herein referred to as "User"), in consideration of the use of the facilities of the Village of Williamsville and Town of Amherst (herein referred to as "Village" and "Town"), located at Glen Park, Williamsville, New York, for the purpose of the Glen Park Art Festival, hereby

AGREES to release and forever discharge the Village of Williamsville and Town of Amherst 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 Glen Park facilities of the Village of Williamsville and Town of Amherst; and the User further hereby

AGREES to defend; indemnify and hold harmless the Village of Williamsville and Town of Amherst, 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 park and its surrounding facilities; 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 Village of Williamsville and Town of Amherst 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 park and its surrounding facilities, and the User further hereby

AGREES, to name the Village of Williamsville and Town of Amherst as an additional insured on any an all insurance policies User may obtain in connection with use of the park and its surrounding facilities

DATED: Williamsville, New York

_____, 2011

Print name of User: _____

Print address of User: _____

Authorized signature of User: _____

