

AGREEMENT
BY AND BETWEEN
THE TOWN OF MILLBURY
AND

Name of Organization/Group Conducting Event

RELEASE OF CLAIMS, INDEMNITY AND HOLD HARMLESS AGREEMENT

Date: _____

WHEREAS, the _____ intends to conduct a _____
(name of organization/group) (event/activity)

in the Town of Millbury at the _____; on
(Town property – name of site)

Date of Event: _____

WHEREAS, the undersigned would like permission to hold a _____ in the Town
(event/activity)
of Millbury; and IN CONSIDERATION of the permission granted by the Town to the
undersigned for the purposes set forth above and such other further consideration received from
the Town, the sufficiency of which is hereby acknowledged, the undersigned hereby agrees to the
following:

1. The undersigned agrees to take all actions necessary to make the above mentioned **event/ activity** safe for all participants, equipment and real and personal property involved in the exercise.
2. The undersigned agrees to take all responsibility and assume all liability for ensuring the safety of all participants, equipment and real and personal property involved in the exercise.
3. The undersigned agrees to indemnify and hold the Town harmless from and to remise, release and forever discharge the Town of all debts, demands, actions, causes of actions, suits,

dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, doings, omissions, variances, damages, liabilities and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, which are or may be brought against the Town or their successors and assigns arising out of the undersigned's _____, intending hereby to release all claims which have been made or could have been made with regard to the _____ by the undersigned or any other third party. Said indemnification shall include reimbursement for all costs of defense which might be incurred by the Town, including attorneys fees.

(event/activity)

(event/activity)

4. The undersigned, its contractors, agents and representatives, shall maintain sufficient liability insurance, with coverage for bodily injury, wrongful death, and property damage, to support the obligation of the undersigned to indemnify the Town. **The undersigned shall provide the Town with a Certificate of Insurance.**

(Name of Organization)

(Name of Committee)

(Signature of Applicant)

(Date)

(Mailing Address)

Tel. # _____

APPROVED BY:

Robert J. Spain, Jr., Town Manager
TOWN OF MILLBURY

(Date)