

GYM RENTAL INDEMINFICATION AND WAIVER AGREEMENT

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE TOWN OF WEST SENECA FROM ALL LIABILITY AND FOREVER WAIVING ANY AND ALL CLAIMS AGAINST THE TOWN OF WEST SENECA. YOU ARE ALSO AGREEING TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE TOWN OF WEST SENECA WITH RESPECT TO ANY CLAIMS ARISING FROM AND/OR AS A RESULT OF YOUR USE OF THE FACILITY.

1. I, and any other individual who I bring to use the Town of West Seneca facility, acknowledge and agree that any use of the Town of West Seneca facilities, services, equipment and premises ("Facilities") comes with inherent risks including, but in not limited to: (1) potential personal injury, (2) property damage, (3) disability, (4) death, (5) sickness or disease, and/or (6) loss or theft of personal property. I acknowledge that there may be a future public health emergency and that I must take personal precautions by complying with public health mandates to help protect against the spread of any pathogen when using the Town of West Seneca Facilities

2. I, and any other individual who I bring to use the Town of West Seneca facility, accept and assume full responsibility for all risks, as well as any and all other risks of the use of Facilities. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document. I understand and acknowledge that I have had an opportunity to ask any questions relative to any participation and use of the Facilities and am satisfied with the responses provided, if any. I acknowledge that neither I nor any other individual is required to use any Facility in the Town.

3. I, and any other individual who I bring to use the Town of West Seneca facility, agree that the Town of West Seneca, its officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees") will not be liable for any personal injury, property damage, bodily injury, disability, death, sickness or disease incurred by any person including any minor, however occurring including, but not limited to, the negligence, wrongful conduct, strict liability, gross negligence, recklessness of me, Releasees, any third party or invitee of mine. I understand that I including any of my guest(s), including any minor, will be solely responsible for any loss or damage, including personal injury, bodily injury, property damage, disability, death, sickness or disease sustained from the use of any Facilities.

4. I, and any other individual who I bring to use the Town of West Seneca facility, HEREBY RELEASE, WAIVE AND COVENANT NOT TO SUE the Town of West Seneca for any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, bodily injury, personal injury, property damage, loss or theft of personal property, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities as a result of or with respect to in any manner whatsoever for claims of negligence, wrongful conduct, strict liability, gross negligence, recklessness by me, Releasees, any third party or invitee of mine

5. I, and any other individual who I bring to use the Town of West Seneca facility, agree to DEFEND, INDEMNIFY and HOLD HARMLESS Releasees from any and all causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, bodily injury, personal injury, property damage, loss or theft of personal property, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities as a result of or with respect to in any manner whatsoever for claims of negligence, wrongful conduct, strict liability, gross negligence, recklessness by me, Releasees, any third party or invitee of mine I specifically acknowledge the contagious nature of any coronavirus strain and that this waiver, release, indemnification, and covenant not to sue are applicable to any coronavirus strain exposure and/or infection from any and all environmental causes, bacteria, and viruses related to use of the Town of West Seneca Facilities and participation in said Programs.

6. I shall DEFEND, INDEMNIFY, and HOLD HARMLESS the Town, the Town Council, its employees, agents, and representatives of and from all, and all manner of action and actions, cause and causes of action, suits, costs, damages, claims, including, but not limited to attorney's fees, controversies, trespass, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, whether for bodily injury, personal injury, property damage, and/or wrongful death, whether sounding in strict liability, negligence, recklessness, tort, breach of contract, and/or any other form of claim which may be filed as a result of the acts and/or omissions of the Releasees, any third parties, any members, assigns, invitees, employees, volunteers, personnel, or any other individual associated in any manner whatsoever with respect to the use and operation of the Gym and/or use of any equipment used at the facility by myself, any third parties, and invitees.

Date: _____, 202_

Print Name

Signature