

Release and Hold Harmless Agreement

1. You, your, and yours mean _____ (PRINT NAME) and your heirs, executors, administrators, related entities, and assigns. We, us, and, ours mean the Town of West Seneca, its Supervisor, Town Board agents, employees, and representatives, their successors, predecessors and assigns.
2. You agree to release and otherwise hold us harmless, including, but not limited to, attorneys fees, costs, disbursements, and damages, from any and all claims, with respect to the use of any sports facilities, or related materials and which may arise as a result of or caused by any acts and/or omissions of us and/or any third party regardless of the nature of such claim, including, but not limited to, bodily injury, personal injury, property damage, and/or wrongful death arising out of or whatsoever in relation to claims sounding in intentional acts, gross negligence, recklessness, willful conduct, prima facie tort, breach of contract, fraud, misrepresentations, breach of implied contract, nuisance, negligence, strict product liability, strict liability, etc..
3. You understand that using the sports facilities involves rigorous physical activity and risks of physical injury, and you assume these risks. You hereby consent to emergency transportation and treatment in the event of illness or injury. You hereby accept responsibility for the payment of any emergency transportation or treatment. You further certify that you are in good physical condition, and have no medical or physical conditions that would restrict your use of the sports facilities.
4. You hereby expressly agree that you have had an opportunity to review this document, consult with counsel and have been fully informed of your rights and responsibilities relative to all proceedings.
5. You also acknowledge that you have carefully read this document, that you are entering into same with a full understanding of all terms and conditions and that your signing of this document is free and voluntary and further that you are not under duress or any obligation to do so.
6. You further agree to defend, indemnify and hold harmless the Town of West Seneca from any claim, demand, suit, loss, cost of experience, or any damage which may be asserted, claimed or recovered against or from the Town by reason of any damage to property, personal injury or bodily injury, including death or in connection with exposure/infection/spread of COVID-19 or any other health related disease, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this agreement, and regardless of which claim, demand, damage, loss, cost of expense if caused in whole or in part by the negligence of the Town of West Seneca, or by third parties, or by the agents, servants, employees or factors of any of them. I have read and understand the rules governing the use of the areas assigned and agree that I will abide by same. I further understand that failure to abide by the rules can result in approval of facilities usage being revoked.

IF PARTICIPANT IS UNDER THE AGE OF 18, A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN

Participant

Parent/Legal Guardian

Please print name here

Please print name here

Please send this form to the Recreation Department.

FOR OFFICE USE ONLY

Date Received

Employee Signature