

WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT, AND AGREEMENT TO INDEMNIFY THE TOWNSHIP OF KENNEDY

WHEREAS, the undersigned, wishes to utilize the Art Keenan Field (identified as "No. 4 Field") a part of the area at Fairhaven Park (herein referred to as the "Park"), in Kennedy Township, NOW THEREFORE the undersigned does agree as follows:

I, We _____, legal or otherwise responsible representative of _____ in consideration of the opportunity to utilize the Fairhaven Park and facilities, namely the area identified as the Art Keenan Field and No. 4 Field, for the purpose of

do hereby covenant and agree, on my/our own behalf, and on behalf of my/our heirs, assignees, and any organization for which activities are being held, that I/we hereby forever waive and relinquish any and all claims that I/we may have, or which may occur or accrue, relating to the use of and attendance at the Park, and do hereby covenant and agree, on my/our own behalf, and on behalf of my/our heirs, representatives, and assignees, will never institute any action or suit at law or in equity against Kennedy Township, its officers, its directors, or its members, agents or employees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether present or future, resulting or to result, known or unknown, past, present or future, in connection with or arising under the use of space and facilities, and/or attendance at Fairhaven Park and its surrounding premises.

I do further agree to indemnify, release, and hold harmless Kennedy Township, its officers, directors, employees and agents, from any and all claims, losses, illnesses, demands and injuries to my/our person or property, foreseen or unforeseen, resulting from, caused by, or related to any program or activity directed by, related to, or conducted by the Township, preceding or during my/our use of the Park. I do further agree to indemnify the Township as to any costs, expenses, property damage (including reasonable attorneys' fees and costs), and any loss and/or breach or default by the undersigned, my heirs, legal representatives, successors and/or assignees, as well as those for any organization for which I am arranging for the use and/or attendance at the Park. This Indemnification Agreement and Hold Harmless Agreement is not in derogation of, but rather supplements, any common-law rights to indemnification which apply to

the Township, its representatives, successors and assigns, and shall be binding on the undersigned(s) and his/her/their heirs, successors and assigns. I/we further acknowledge that, I/we have authority to act on behalf of and thus bind said organization to the waiver, release, and indemnification set forth herein.

ORGANIZATIONS MUST PROVIDE A COPY OF LIABILITY INSURANCE
NAMING KENNEDY TOWNSHIP AS "ADDITIONAL INSURED"

In witness whereof I have set forth my hand and seal this day
of , , intending to be legally bound.

Witness for the Township
