

**NEW HACKENSACK FIRE DISTRICT
NEW HACKENSACK FIRE COMPANY, INC.
217 Meyers Corners Road
Wappinger's Falls, NY 12590**

Please return along with the
APPLICATION FOR USE OF THE PAVILLION
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to utilize the Pavilion facilities, the undersigned, individually or as the authorized agent of the entity using the Pavilion as the cause may be, the undersigned's officers, members, employees, guests and (hereinafter referred to as the "Releasors") hereby acknowledges, agrees and represents that he/she has inspected, or immediately upon entering will inspect such premises' and facilities. It is further warranted that use of any facilities or equipment by the Releasors constitutes an acknowledgment that the Pavilion and all facilities or equipment thereon have been inspected and that the Releasors finds and accepts same as being safe and reasonably suited for the purpose of Releasor's use

In further consideration of being permitted to utilize the Pavilion, Releasors hereby agree as follows:
The Releasors hereby waive, release, discharge and covenants not to sue the New Hackensack Fire District and/or the New Hackensack Fire Company, Inc., or any of the officers, members, employees, or authorized volunteers(herein referred to the "Releasees") for all liability to the Releasors for any loss of damage, and any claim or demands therefore on account of injury to the person or property or resulting death whether caused by the negligence of the Releasees or otherwise, while the Releasors are in, or about the Pavilion or any facilities or equipment thereon

The Releasors further hereby agree to defend, indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damages or cost Releasees may incur due to the presence of the Releasore in, upon or about the Pavilion or using the facilities or equipment of the Releasees, whether caused by the negligence of the Releasees or otherwise.

The Releaseors hereby assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in, about or upon the pavilion and/or while using the Pavilion or any facilities or equipment thereon.

The Releasors further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held void, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Releasors have read and voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I have read this document.

I have the authority to sign this document as agent of the entity using the Pavilion release.

Name of organization

Signature

Date