

**RELEASE AND HOLD HARMLESS AGREEMENT**  
*DO NOT SIGN THIS DOCUMENT WITHOUT READING IT*

Agreement by and between \_\_\_\_\_ ("Releasor") and the TOWN OF CHEEKTOWAGA ("the Town") and Others who may be engaged in the same activity as the Releasor at the same time as the Releasor and said others, heirs, legal representatives, assigns and successors in interest ("Releasees").

In consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. RECITALS:
  - a. The Town owns and maintains parks and recreational facilities within its jurisdiction
  - b. Releasees are those engaged in the same activity as the Releasor and who may cause bodily injury and/or property damage to Releasor and who are not officials, agents, or employees of the Town.
  - c. Releasor desires to use certain of those facilities for the purpose of participating in a charity Wiffle Ball Tournament on **August 18, 2013**
  - d. In exchange for access to said facilities, as foresaid, Releasor is willing to grant to the Town and Releasees the release and hold harmless agreement described herein.
2. RELEASE: Releasor releases and discharges the Town, its Agents, employees, and Releasees from any and all claims, demands and causes of action that may arise as a result of the use of said recreational facilities by Releasor. This release shall inure to the benefit of the Town, its Agents, its employees, and Releasees and shall bind Releasor and all heirs, legal representatives, assigns and successors in interest of Releasor.
3. HOLD HARMLESS: Releasor agrees to indemnify and hold harmless the Town and its Agents, employees, and Releasees, from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees in case it shall be necessary to defend an action, arising out of Releasor's use of facilities as aforesaid, that is (a) for bodily injury, illness or death, or for property damage, including loss of use, and (b) caused in whole or in part by Releasor's deliberate or negligent act or omission, or that of anyone employed by Releasor or for whose acts Releasor may be liable.
4. AFFIRMATION: Releasor further states that Releasor is of lawful age and legally competent to sign this document; that Releasor understands the terms contained herein are contractual and not a mere recital; and that Releasor has signed this document as Releasor's free act. Releasor has fully informed itself of the contents of this document by reading it before signing it.
5. GENERAL TERMS: This document sets forth the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both parties. The captions and marginal notes are used only as a matter of convenience and are neither to be considered a part of the agreement nor to be used in determining the intent of the parties to it. This agreement shall be construed in accordance with and governed by the laws of the State of New York.

RELEASOR: \_\_\_\_\_ dated \_\_\_\_\_  
(Print Name):