

# RELEASE OF LIABILITY IN FAVOR OF THE TOWN OF CORNISH, MAINE

The Town of Cornish, Maine (hereinafter *Town*) and \_\_\_\_\_, (hereinafter *User*) enter into this agreement and acknowledgement as regards the use and occupancy of the Town's land, buildings or facilities (hereinafter *Public Facilities*). This agreement is effective on the date it is executed and applies to all use and occupancy of Public Facilities by User on that day and all future dates.

## Definitions

"*Town*" means the Town of Cornish, Maine, its employees, directors, office holders, appointees, volunteers, legal representatives and any third party acting on behalf of or at the direction of any of the aforementioned entities.

"*User*" means the individual using or occupying Public Facilities, that party's estate, heirs, assigns and legal representatives. If individual is a minor, User also means the parent(s) and/or legal guardian(s) of that individual.

"*Public Facilities*" means any land, public or private road or way, building, installation, athletic field or facility, apparatus, or equipment owned, managed, occupied, maintained, leased or controlled by Town.

## Acknowledgments

User acknowledges that activities engaged in at or on Public Facilities are inherently dangerous and may include physical activity, animals and/or other persons similarly engaged or involved in unrelated inherently dangerous activities.

User acknowledges that use and occupancy of Public Facilities presents a risk of bodily injury to user and a risk of damage to User's property and/or property of others in User's care, custody and control.

User acknowledges that Town grants use of Public Facilities on an "as is" basis and that Town makes no guarantee of the safety of Public Facilities.

User acknowledges that Town cannot and does not provide oversight or management of activities at Public Facilities.

## Release

In return for Town granting User use and occupancy of Public Facilities:

User agrees to hold Town harmless and not liable and releases Town from any and all liability arising out of User's use and occupancy of Public Facilities. User agrees not to sue Town in connection with any claim, cause of action, injury, damages, costs or expenses arising out of or attributable to User's use and occupancy of Public Facilities. This agreement applies whether or not damages were foreseeable, known or unknown at the time of this release.

User agrees to defend and indemnify Town against any and all claims, suits, actions whether civil or criminal, judgments, damages, costs and expenses including attorneys' fees which arise out of User's use or occupancy of Public Facilities.

User agrees to carry insurance policies sufficient to protect against financial loss resulting from bodily injury to User and/or third parties and financial loss resulting from direct and/or consequential damage to any and all property.

## Additional Terms

This agreement is non-assignable and non-transferrable and is made in, entered into in and governed by the laws of the State of Maine. Should any part of this agreement be found in conflict with any applicable law, that part of the agreement shall be null and void while the remainder of the agreement remains in effect.

\_\_\_\_\_  
*Town of Cornish, Maine*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*User /Legal Guardian Signature*

\_\_\_\_\_  
*Print User Name*

\_\_\_\_\_  
*User Address & Phone Number*