

**RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT
BETWEEN THE TOWN OF PENDLETON AND USER**

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated on the Special Event Application (the "Property"), which Property is owned by the Town of Pendleton, User as indicated below, for User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User"), hereby agrees to indemnify and save and hold harmless the Town of Pendleton against any and all claims related to the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Release. The User releases waivers and discharges the Town of Pendleton, its officers, boards, commissions, departments, employees, volunteers, agents, contractors, representatives and of them (hereby collectively, "Town") from all liability to User from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, caused by the User or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property.

User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any damages, costs, losses and expenses resulting from, arising out of, or in any way connected with actions arising out of User's possession of the Property, including attorney fees incurred by Town in defending any Town, or any of them, or otherwise. Town shall not be liable to User for any reason whatsoever even if User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of Town or any of its agents. User acknowledges this release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion of this release is held invalid, all other provisions of this release shall, notwithstanding, continue in full legal force and effect.

User shall be responsible for obtaining any and all signed waivers of liability from event participants and attendees as required by the Town of Pendleton in advance of the event. User shall also adhere to all local Ordinances, State and Federal laws as well as comply with all State of Indiana Executive Orders and Local Health Department Orders and Permits.

Throughout the life of this Agreement, User shall pay for and maintain in full force and effect all insurance as required in the Special Event Policy and Application, which is incorporated into and part of this Agreement, or as may be authorized or required by the Town Manager or his/her designee. User shall also provide Town a copy of the Certificate of Insurance and Insurance Binder or Declaration Page as required.

User is responsible for determining whether additional State permits and/or licenses are required for the event, including, but not limited, to the Amusement and Entertainment Permit, Movie, Music and Public Performance Licensing Permit, Supervised Public Fireworks Display Permit and INDOT Miscellaneous Permit.

User agrees to provide Town official documentation in support of insurance and permit coverages as required, a minimum of fifteen (15) days prior to the event. Special Event Permit issued will be subject to the obtainment of such, as required.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, town street, sidewalk or public property within the Town's right-of-way. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this Release of Liability and Indemnification Agreement.

STATE OF INDIANA)
)
COUNTY OF MADISON)

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Release of Liability and Indemnification Agreement; (ii) is aware that this is a contract between Town and User; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the User or his/her/its authorized signatory.

Dated this _____ day of _____, 202__.

User Printed Name: _____

User Signature: _____

Name of Organization (if applicable): _____

Event Name: _____

User Address: _____

User Telephone Number: _____

SIGNER SUBSCRIBED BEFORE ME, THIS ____ DAY OF _____, 20__.

(Seal)

Notary Public Signature

Notary Public Printed Name

Title, if applicable

If the person administering the oath is notary public, add the county of residence, date of expiration of commission, and commission number:

COUNTY OF RESIDENCE: _____

DATE COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____