

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Please read this form carefully and be aware that in using the Town of Merrill facilities you and your organization will be waiving and releasing all claims for injuries that you or your members might sustain.

**ACKNOWLEDGEMENT OF RISK OF INJURY CLAUSE:**

I/We and the group I represent, acknowledge that there are certain risks of physical injury that may arise in connection with our use of the Town of Merrill facilities. I/We agree to assume the full risk of injuries, including death, damages, or loss, which I/We may sustain as a result of participating in any and all activities connected with our use of the Town of Merrill facilities.

**WAIVER OF CLAIM FOR INJURY CLAUSE:**

I/We agree to discharge, waive and relinquish Town of Merrill officers, agents, and employees of all claims, demands, damages, rights or courses of action, present or future, which I/We may have as a result of the use or intended use of the facilities.

**RELEASE FROM LIABILITY CLAUSE:**

I/We fully release and discharge the Town of Merrill and its officers, agents, and employees from any and all claims for injuries, including death, damage, or loss which I/We may have or which may accrue to me/us on account of my/our use or intended use of the facilities.

**INSURANCE:**

If requested by the Town Board, I/We shall provide proof of liability insurance covering my/our use of Town of Merrill facilities, and also if requested, name the Town of Merrill as an additional insured on such Policy.

**INDEMNITY AND DEFENSE CLAUSE:**

I/We further agree to indemnify and hold harmless and defend the Town of Merrill and its officers, agents, and employees from any and all claims resulting for injuries, including death, damages and losses sustained by me/us and arising out of, connected with, or in any way associated with the use or intended use of the facilities, and further agree to reimburse and pay the Town of Merrill costs, including without limitation, attorney's fees for investigating, defending and/or resolving any claim that may be made against the Town of Merrill and/or its officers, agents and employees arising out of or in any way connected with my/our use of the Town of Merrill facilities and equipment.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT,

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

SIGNED \_\_\_\_\_ DATED \_\_\_\_\_

ORGANIZATION \_\_\_\_\_