

## **PARK RENTAL - RELEASE & INDEMNIFICATION AGREEMENT**

THIS RELEASE & INDEMNIFICATION AGREEMENT is made and entered into by and between; \_\_\_\_\_ (hereinafter referred to as “User”) and Huntingdon Borough on behalf of Huntingdon Borough, the Borough Council of Huntingdon, their employees, insurers, servants, agents and officers; and

WHEREAS, User has requested permission from Huntingdon Borough to use **Portstown Park / Weaver Park**; and

WHEREAS, as a condition of using **Portstown Park / Weaver Park**, User has agreed to release and indemnify Huntingdon Borough, the Borough Council of Huntingdon, their employees, insurers, servants, agents and officers.

NOW THEREFORE, with the foregoing background being incorporated herein by reference, and made a part hereof, User for and in consideration of the Agreement of Huntingdon Borough to allow User to use **Portstown Park / Weaver Park** and other good and diverse consideration, receipt of which is hereby acknowledged, does hereby remise, release and forever discharge and by these presents does for User, User’s successors, administrators, heirs and assigns release and forever discharge Huntingdon Borough, the Borough Council of Huntingdon, their employees, insurers, servants, agents and officers, of and from, any and all past, present or future claims, demands, obligations, actions, causes of action, liens, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which the User now has, or which User may hereinafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of the use by User of **Portstown Park / Weaver Park**, including, without limitation, any and all known or unknown claims for bodily and personal injuries to the User, the User’s invitees and guests, and the consequences thereof, which have resulted or may result from any action, inaction, intentional acts, or omissions of Huntingdon Borough, the Borough Council of Huntingdon, their employees, insurers, servants, agents and officers. This Release on the part of the User shall be fully binding on User and any and all parties represented by or claiming through the User.

User further agrees to indemnify, defend and hold harmless Huntingdon Borough, the Borough Council of Huntingdon, their employees, insurers, servants, agents and officers with respect to any and all claims, demands, obligations, actions, causes of action, liens, rights, damages, costs, expenses and compensations of whatsoever in nature, including, but not

limited to, reasonable attorney's fees and expenses, court costs, and costs of appeal, by reason of or arising out of the use of the **Portstown Park / Weaver Park** by User or User's guests and/or invitees.

In entering into this Release & Indemnification Agreement, the User represents that User has not relied upon any advice from Huntingdon Borough, but has relied upon legal advice of User's attorney who is an attorney of User's own choice, and that the terms of this Release & Indemnification Agreement have been completely read and understood and explained to User by User's attorney, and that those terms are fully understood and voluntarily accepted by User.

In entering into this Release & Indemnification Agreement, the User also represents that User has fully explained the terms and conditions contained herein to User's invitees and guests.

The parties hereto enter into this Release & Indemnification Agreement in the Commonwealth of Pennsylvania, and said document shall be construed and interpreted in accordance with its laws.

User intending to be legally bound by the terms of this Release & Indemnification Agreement hereunto, set User's hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CAUTION: READ BEFORE SIGNING.  
THIS IS A RELEASE & INDEMNIFICATION AGREEMENT.**

HUNTINGDON BOROUGH

USER

\_\_\_\_\_

\_\_\_\_\_

PARK RESERVED FOR:

DATE & TIME OF RESERVATION:

\_\_\_\_\_  
NAME

\_\_\_\_\_