

WAIVER OF LIABILITY | HOLD HARMLESS AGREEMENT

DATE: _____

Name of Renter | Lessee: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

NAME OF EVENT: _____

DESCRIPTION OF EVENT: _____

In consideration for use of The Wing Center:

- Renters | Lessees agree to release, waive, discharge, and not sue The Wing Center and the Lamoille County Civic Association, their Board of Directors, their agents or employees, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of, or related to, any loss, damage or injury, including death, which may be sustained by Lessee or their guests, or to any property belonging to me or my guests, while using The Wing Center. This includes the building, all equipment, and surrounding property.
- Renters | Lessees further agrees to indemnify and hold harmless, to the fullest extent allowed by law, all parties named above for any and all loss, liability, damage, or costs, including court costs, defense costs, and reasonable attorney's fees that The Wing Center might incur, and those of any for whom it is legally liable, and arising from the function that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.
- This Agreement shall bind the members of the Renters | Lessees' family and spouse, if Renters | Lessees is alive, and their heirs, assigns, and personal representative, if Renters | Lessees is deceased, and shall be deemed as a Release, Waiver, Discharge and covenant not to sue the above-named organization. Further, this Agreement shall be construed in accordance with the laws of the State of Vermont and any mediation, suit, or other proceeding must be filed or entered only in Vermont and the federal or state courts of Vermont. Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

- By signing this agreement, Renters | Lessee acknowledges and represents that they have read the Waiver of Liability and Hold Harmless Agreement, understand what is contained in the document, and voluntarily sign as by their own free act and deed. No oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. Renter | Lessee is at least 18 years of age and fully competent. The Renter executes this Agreement for full, adequate, and complete consideration fully intended to be bound by same.

IN WITNESS THEREOF, I have signed this Waiver of Liability and Hold Harmless Agreement on:

Date: _____

Printed Name

Signature

Organization/Business