## **Town of Spring Hope**

P O Box 87 \* 118 W. Railroad Street Spring Hope, NC 27882 (252) 478-5186

## RELEASE & INDEMNITY AGREEMENT

Requested Facility:	Spring Hope Co	mmunity Building	
Description of Event:			
DATE(S) of EVENT:			
Telephone:			
Address:			
CONTACT INFORMATION:			
Name of Individual Signing	for Indemnitor:		
NAME of INDEMNITOR (RE	NTER):		

This **RELEASE AND INDEMNITY AGREEMENT** is made and entered into by the **Town of Spring Hope**, a North Carolina Municipality, and the herein above named **Indemnitor**.

WHEREAS, the Indemnitor intends to rent or otherwise utilize either the Spring Hope Community Building on the date(s) listed above; and

WHERAS, as an express condition of renting or otherwise utilizing either the Spring Hope Community Building, the Indemnitor has agreed to release and indemnify (hold harmless) fully the Town of Spring Hope and its agents from any liability resulting from the activities of the Indemnitor;

Now, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which said consideration is acknowledged by the parties, the Town of Spring Hope and the Indemnitor agree as follows:

- 1. The Indemnitor does hereby agree to **release** fully and completely the Town of Spring Hope and its agents from any and all liability resulting from any injury to any person, damages to any property or any other such liability resulting from the Indemnitor's occupation and use of any property or facility of the Town of Spring Hope and its agents.
- 2. The Indemnitor does hereby agree to **indemnify** fully and completely the Town of Spring Hope and its agents from any and all liability resulting from any legal action resulting from any injury to any person, damages to any property or any other such liability resulting from the Indemnitor's occupation and use of any Town of Spring Hope facility or property and its agents.

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- 3. The Indemnitor does hereby agree to inform the Town of Spring Hope if the Indemnitor becomes aware of any dangerous or hazardous condition or situation on the property of the Town of Spring Hope which may cause or tend to cause an injury or damages.
- 4. The parties agree and acknowledge that this agreement shall cover any and all activities leading up to or following the above-described event.
- 5. The individual executing this agreement acknowledges and agrees that he or she is the Indemnitor or is the agent, corporate officer and/or employee of the Indemnitor who is authorized to enter into this agreement on behalf of the Indemnitor.
- 6. The parties agree and acknowledge that this agreement shall be governed by the laws of North Carolina and that all of the terms of this agreement are contained in this agreement and this agreement cannot be amended unless any such amendment is in writing and is signed by both the Town of Spring Hope and the Indemnitor.

THIS, the	day of	, 20	021.	
	TOWN O	F SPRING HOPE		
	Ву:			
	·	(Signature)		
	-	(Title)	(Date)	
	INDEMN	ITOR (RENTER)		
	By:			
	•	(Authorized Signature)		
		(Date)		
		(Printed Name)	(Title)	

- Be sure **ALL** of the blanks on this agreement are completed.
- Be sure to obtain the **TITLE** of the individual signing this agreement, if representing a business or organization.
- The Town shall retain the **document with the original signatures** for the Town's file. A copy of the agreement can be made and given to the Indemnitor upon request.