

## RELEASE AGREEMENT

This Release Agreement (hereinafter the "Agreement") is hereby entered into between the LaGrange Community Park Board (hereinafter the "Board") and the \_\_\_\_\_ (hereinafter the "Organization").

The Organization has requested that the Board make available the LaGrange Community Park (hereinafter the "Park") and its facilities for use by the Organization and its guests, attendees and invitees, whether invited and uninvited. The Board has agreed to permit the use of the Park and its facilities by the Organization on the condition that the Organization covenant and agree to the terms and conditions of this Agreement. Therefore, in consideration of the Board allowing the Organization to use the Park and its facilities, and for other good and valuable consideration, the receipt and sufficiency of which are here acknowledged by the Organization, the Organization hereby covenants and agrees as follows:

1. The Organization hereby releases and discharges the LaGrange Community Park Board, the Village of LaGrange and LaGrange Township, along with their board members, public officials, officers, employees, agents, representatives and insurers, for and from any and all liability, claims, demands, controversies, damages, judgments, actions, causes of action, and any and all loss and damage of every kind and nature, known or unknown, present or future, including but not limited to any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property, sustained or received, or which may be sustained or received, by the Organization and/or its guests, attendees or invitees, whether invited or uninvited, which relate directly or indirectly to the Organization's use of the Park and its facilities.

2. The Organization further agrees to indemnify, defend and hold free and harmless the LaGrange Community Park Board, the Village of LaGrange and LaGrange Township, along with their board members, officials, officers, employees, agents, representatives and insurers, from and against any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of the Organization, their officers, employees, agents, representatives, agents, servants, employees, and their respective guests, attendees or invitees, whether invited or uninvited, in connection with the Organization's use and occupancy of the Park including, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property.

3. The Organization shall have full responsibility for the conduct and management of all activities in a safe, lawful and nondisruptive manner. The Organization and its guests, attendees and invitees, whether invited or uninvited, shall obey all rules and requests of the Board and its employees and agents as to any matter regarding the Organization's conduct while present at the Park, including, without limitation, the areas of the Park that may be used as well as the dates and times that these areas of the Park may be used.

4. The Organization represents to the Board that the Organization currently has, or will have, in place a general liability insurance policy indemnifying it for any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses arising out of its use and occupancy of the Park and its facilities. The general liability insurance policy shall have a minimum coverage limit of \$1,000,000.00. The Organization covenants and agrees to keep the general liability insurance coverage, or similar replacement coverage, in full force and effect until all claims are barred by applicable statutes of limitation for the above-referenced obligations. The Organization shall have the Board, the Village of LaGrange and LaGrange Township named as additional insureds on their insurance policies. The Organization shall provide the Board with written proof of the insurance called for herein prior to its use of the Park and its facilities.

5. The Organization agrees that no alcoholic beverages will be sold, provided, or consumed by Organization or their guests, invited or uninvited.

6. The Organization hereby represents and warrants to the Board that it has the full right, power and authority to execute this Agreement.

IN WITNESS WHEREOF, the authorized representative of Organization has set his or her hand hereon on the date written below his or her signature.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_