

MOFFAT LIBRARY OF WASHINGTONVILLE
FACILITY USE
WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Do not sign this agreement before you read it or if it contains any blank spaces to be filled in.

Applicant _____, on behalf of _____,
(FIRST & LAST NAME) (NAME OF ORGANIZATION OR GROUP)

seeks to use the Moffat Library facility located at 6 West Main Street, Washingtonville, NY on _____
(DATE)

from _____ - _____.
(START TIME) - (END TIME)

In consideration of being permitted to use the facility, the undersigned Applicant, on behalf of (Group or Organization Name) _____, waives, releases, indemnifies and discharges the Moffat Library of Washingtonville, its employees and trustees (collectively "LIBRARY") from all liability for any loss or damage whatsoever, including personal injury, death, property damage, medical expense and any other type of expense (collectively "damages") whether caused directly or indirectly by the active or passive negligence of the LIBRARY, while the undersigned Applicant's group/organization is in, upon or about the facility premises.

Applicant also acknowledges, agrees and represents that he/she has or will, immediately upon entering, inspected the premises and facility. It is further agreed that entry and/or use of the facility constitutes an acknowledgment that the facility and all equipment thereon have been inspected and that the Applicant finds and accepts the facility and equipment as being safe and reasonably suited for use. Applicant accepts the facility in its present condition, and is without representation or warranty by LIBRARY as to the condition of the facility, or as to the use or occupancy which may be made of it. Applicant also waives, releases, indemnifies and discharges LIBRARY from all liability for any loss or damage, including personal injury, death, property damage, medical expense and any other type of expense caused directly or indirectly by the condition and/or maintenance of the facility or any equipment.

Applicant also agrees to release, hold harmless, defend and indemnify LIBRARY from any and all liability for any loss, injury and/or damages caused directly or indirectly to any third party arising out of the use of the facility by the third party pursuant to this application.

The undersigned Applicant further expressly agrees that this waiver, release and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion of the Application and Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Applicant certifies that he/she has read and voluntarily signs the *Moffat Library of Washingtonville Facility Use Waiver, Release Of Liability And Indemnification Agreement*, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Applicant Name (Please Print): _____

Applicant Signature: _____ **The person in this agreement is acting on behalf of and representative of the group referenced above and no intent to hold the Applicant personally responsible for any acts of his/her organization/group as a whole is responsible for the acts of any one person, including the Applicant.**

Today's Date: _____

Please return this completed form to the Moffat Library prior to facility use