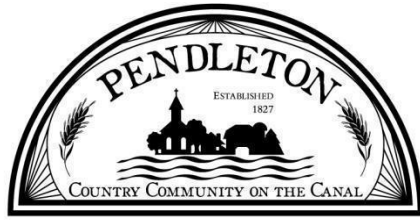**Town of Pendleton**
6570 Campbell Boulevard
Lockport, NY 14094

Supervisor Joel Maerten
Councilman Jason Evchich
Councilman Justin Graham
Councilman Joseph Hickman
Councilman David Leible

At the monthly meeting of the Town Board of the Town of Pendleton, Niagara County, New York, held in the Board Room at the Town of Pendleton Town Hall, 6570 Campbell Boulevard, Lockport, New York, 14094 at 7:00 p.m. on March 14, 2022.

WHEREAS, the Town of Pendleton owns and maintains various properties and facilities; and

WHEREAS, it is in the best interest of the Town's residents to offer community benefit groups, organizations, and clubs the opportunity to use the Town's properties and facilities for specific activities; and

WHEREAS, it is important to protect the Town from liability associated with activities sponsored by groups, organizations, and clubs on Town properties and within Town facilities; and

WHEREAS, a Facilities Usage Agreement was approved by resolution of the Town Board on February 28, 2022; and

WHEREAS, a supplemental Release from Liability and Indemnification has been recommended as a requirement in conjunction with the Facilities Usage Agreement.

NOW, THEREFORE BE IT RESOLVED, by the Town Board of the Town of Pendleton on this 14th day of March 2022 that the included Release from Liability and Indemnification shall be added as a required component of the Facilities Usage Agreement. This resolution shall take effect immediately.

Location of Event: Baseball and Softball Fields, Campbell Boulevard, Town of Pendleton, New York

SPONSOR [organization(s) using baseball fields]: _____.

Activity Date: _____ , 2022

INDEMNIFICATION. The **SPONSOR** agrees to defend and indemnify and hold harmless the Town of Pendleton, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the use of the Town's premises by the **SPONSOR** and/or its **PARTICIPANTS [Baseball Players]**, under this Agreement; provided, however, that **SPONSOR** shall not be required to indemnify the Town with respect to such risks to the extent caused by the negligence or intentional misconduct of the Town or the Town's officers, agents and employees, over whom **SPONSOR** has no authority or control.

The **SPONSOR** by agreeing to defend the Town of Pendleton as set forth above, agrees that if the Town of Pendleton receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this **SPONSOR**. agrees to pay all attorney fees and expenses.

RELEASE. In consideration of participating in Baseball and Softball Activities for the year 2022 on the Town of Pendleton baseball fields and allowing **SPONSOR** and its **PARTICIPANTS** to participate in said event on the property commonly known as the Baseball and Softball Fields in the Town of Pendleton, New York, the undersigned **SPONSOR** and its **PARTICIPANTS** hereby release the Town of Pendleton, along with their agents, officers, employees, members and any and all subordinate or affiliated organizations or persons sponsoring, hosting or associated with such activities, and any and all persons owning and controlling the real and personal property used or involved in such activities, of and from any liability, claims, damages, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned, while in or upon these premises owned and/or leased by the Town of Pendleton.

The undersigned **SPONSOR** and its **PARTICIPANTS**, being duly aware of the risks and hazards inherent in the sport of baseball and/or softball, upon entering said premises and/or in participating in any baseball and/or softball activities held at said premises, hereby voluntarily elects to enter upon said premises and/or in participating in such baseball and/or softball activity, knowing the present condition and intended use of said premises and knowing that said condition and/or use may become more hazardous and dangerous during the time that the undersigned is upon the premises. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned while in, or upon said premises and holds harmless the Town of Pendleton from all risks of loss, damage or injury, including death, that may be sustained upon said property when involved in such activities.

This release shall be binding upon the distributees, heirs, next-of-kin, executors and administrators of the undersigned **SPONSOR** and its **PARTICIPANTS**.

In signing the foregoing release, the undersigned **SPONSOR** and its **PARTICIPANTS** hereby acknowledges and represents that he/she has read the said release, understands it, and signs it voluntarily and that he/she is over the age of majority and not a minor, and is of sound mind. **SPONSOR** and its **PARTICIPANTS** agree that all such **PARTICIPANTS**, or in the case of a minor the parent of such **PARTICIPANT**, shall sign the release which is attached hereto prior to participating in any baseball and/or softball activities.

THE RELEASE SHALL BE SIGNED BY ALL PERSONS OVER THE AGE OF MAJORITY THAT WILL BE PARTICIPATING IN THE 2022 BASEBALL AND SOFTBALL ACTIVITIES OF SPONSOR AND A PARENT OF A PARFTICIPANT SHALL SIGN FOR HIS/HER MINOR CHILDREN, IF APPLICABLE.

<u>DATE</u>	<u>PRINT NAME AND ADDRESS</u>	<u>SIGN NAME</u>
	<u>SPONSOR</u>	
_____	_____	_____

PARTICIPANTS
<u>All Participants shall sign prior to playing any sports activities.</u>

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