

**TOWN OF GLENMORE
RELEASE AND HOLD HARMLESS AGREEMENT**

DEFINITIONS:

Town: Town of Glenmore, Brown County, Wisconsin.

Client: The undersigned representative, on their own behalf and on behalf of its assigns, employees, agents, representatives and successors.

The Activity: Use of the facilities and related equipment.

Injuries: Includes, but is not limited to any physical or mental injury, ailment, infirmity, deficiency, sickness or disease.

Losses: Includes, but is not limited to: damage to or destruction of property; loss of use of property; past and future lost income or profits; past and future expenses for any care or treatment, including hospitalization, medical care and treatment; scars and disfigurement; past and future disabilities; past and future loss of services, society and consortium and any incidental or consequential expenses, damages or losses associated with this definition.

The Client agrees to release and hold harmless the above named Town and its employees, representatives, officers, directors, trustees, successors and agents from liability for any and all claims, demands, actions and causes of action which any person may now have or may hereafter have, arising out of related to, connected with, in consequence of or on account of all injuries, property damage, losses and/or other damage, resulting or to result, directly or indirectly, whether developed or underdeveloped, accrued or unaccrued, to Client, Town, any other person, arising from the negligence, including any act or omission, of Client, Town or any other person in connection with the Activity.

Further, Client expressly agrees to indemnify and hold harmless Town against any and all liability for damages on account of injury, including death, to any persons, including Client, Town or any other person, or damage to property of any person including Client, Town or any other person, resulting from or arising out of or in any way connected with the Activity, and which may result from negligence, including any act or omission, of Client, Town or any other person or any combination thereof. In addition, Client agrees to reimburse Town for all costs, expenses and loss incurred by Town in consequence of any claims, demands and causes of action, whether meritorious or not, which may be asserted against Town on account of the Activity. Client further agrees to pay any costs, including reasonable attorney fees, that may be incurred by Town in enforcing this indemnity agreement.

In making this release and hold harmless agreement, Client is not relying on any representations or statements made by Town or any of its representatives or employees.

Client covenants that it will never institute any action or suit against Town for any losses arising out of in any way related to the Activity.

The undersigned has read this Release and Hold Harmless Agreement, knows and understands its contents, represents and warrants that he or she has full authority to execute this document on behalf of Client, and signs this as his or her own free act.

CLIENT: _____ DATE _____

TITLE: _____ (IF ANY)

WITNESS: _____ DATE _____

TITLE OR RELATIONSHIP TO CLIENT _____

