

WAIVER AND INDEMNITY AGREEMENT

I, _____ [herein known as "Permit Holder"], shall indemnify, defend and hold the Village of Williamsville, and all of its agents, employees, officers, trustees, representatives, insurers, successors and assigns [herein "the Village"], harmless against and from any and all claims, actions, causes of action, suits, proceedings, losses, damages, liabilities, costs, expenses, judgments and demands whatsoever, in law or in equity (including, but not limited to those arising out of or in connection with any bodily injury or death) arising out of or in connection with Permit Holder's use of Island Park Pavilion, Island Park Picnic Shelter, Garrison Park Picnic Shelter or the Village Meeting House [herein "the Licensed Premises"], or from any act, omission, activity, work, or thing done, permitted or suffered by Permit Holder in or about the Licensed Premises, and shall further indemnify, defend and hold the Village harmless against and from any and all claims arising from any breach or default in the performance of any obligation on Permit Holder's part to be performed under the terms of the Rental Agreement, or arising from any act, neglect, fault, or omission of Permit Holder, or said Permit Holder's employees, contractors, agents and invitees, and from and against all costs, attorney's fees, expenses, damages and liabilities arising out of or in connection with any claim, action or proceeding brought thereof, including claims related to the granting of an Alcohol Permit (where applicable), and in case any action or proceeding be brought against the Village by reason of such claim, Permit Holder, upon notice from the Village, shall defend the same, at Permit Holder's expense, by counsel selected by the Village. Permit Holder, as a material part of the consideration to the Village for granting the Permit, hereby assumes all risk of damage to property or injury to persons in or about the Licensed Premises from any cause whatsoever. Permit Holder hereby waives all claims in respect thereof against the Village. The obligations of Permit Holder arising by reason of any occurrence taking place during the time period the Permit Holder utilizes the Licensed Premises shall survive any termination of the Rental Agreement or the Permit.

STATE OF NEW YORK)
 : ss.:
COUNTY OF ERIE)

On the _____ day of _____, 20____, before me personally appeared _____ to me known, and known to me to be the same person described in and who executed the within instrument and he/she acknowledged to me that he/she executed same.

Notary Public