WAIVER AND INDEMNITY AGREEMENT

I,[herein known as "Permit Holder"]
hall indemnify, defend and hold the Village of Williamsville, and all of its agents, employees, officers,
rustees, representatives, insurers, successors and assigns [herein "the Village"], harmless against and
om any and all claims, actions, causes of action, suits, proceedings, losses, damages, liabilities, costs,
xpenses, judgments and demands whatsoever, in law or in equity (including, but not limited to those
rising out of or in connection with any bodily injury or death) arising out of or in connection with
ermit Holder's use of Island Park Pavilion, Island Park Picnic Shelter, Garrison Park Picnic Shelter or the
illage Meeting House [herein "the Licensed Premises"], or from any act, omission, activity, work, or
ning done, permitted or suffered by Permit Holder in or about the Licensed Premises, and shall further
ndemnify, defend default in the performance of any obligation on Permit Holder's part to be performed
nder the terms of the Rental Agreement, or arising from any act, neglect, fault, or omission of Permit
older, or said Permit Holder's employees, contractors, agents and invitees, and from and against all
osts, attorney's fees, expenses, damages and liabilities arising out of or in connection with any claim,
ction 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
uch claim, Permit Holder, upon notice form the Village, shall defend the same, at Permit Holder's
xpense, by counsel selected by the Village. Permit Holder, as a material part of the consideration to
ne Village for granting the Permit, hereby assumes all risk of damage to property or injury to persons in
r about the Licensed Premises from any cause whatsoever. Permit Holder hereby waives all claims in
espect thereof against the Village. The obligations of Permit Holder arising by reason of any occurrence
aking place during the time period the Permit Holder utilizes the Licensed Premises shall survive any
ermination of the Rental Agreement or the Permit.
GREES, that all Users are responsible for educating themselves on Center for Disease Control (CDC) and
law York State Department of Health (DOH) guidelines for protecting against transmission of COVID 10

AGREES, that all Users are responsible for educating themselves on Center for Disease Control (CDC) and New York State Department of Health (DOH) guidelines for protecting against transmission of COVID-19, including recommended or required use of facial coverings and social distancing. Users agree to indemnify and hold the Village harmless against any claims for liability of the transmission of COVID-19 that may occur during an event.

STATE OF NEW YORK)					
	: ss.:					
COUNTY OF ERIE)					
On the				ersonally appeared	n described in	
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	