

RELEASE AND HOLD HARMLESS AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that for and in consideration of **West View Shores Civic Association, Inc.** permitting _____, hereinafter referred to as "User," the use of the facility identified as the Open Space/Community Property of West View Shores, at the time(s)_____, on the date(s)_____, __, 20__, and for the purpose(s) also identified on Schedule A, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, User does hereby release relieve, discharge, indemnify and hold harmless West View Shores Civic Association, Inc., its officers, members, trustees, employees, agents and representatives, from any and all liability or claim of liability, whether for personal injury, property damage, or otherwise, arising out of or in connection with User's access to and use of any West View Shores Civic Association, Inc. property, including but not limited to the facility identified in schedule A and any parking facilities.

User accepts full responsibility for the acts and omissions of its guests, employees, agents, representatives, and independent contractors during its use of the facility.

User understands and agrees that West View Shores Civic Association, Inc. makes no representations as to the condition of its premises and User accepts them "as is" for its intended purposes, having been given the opportunity to inspect the premises to its satisfaction.

User understands that the premises are being made available for the intended purpose on the condition that its presence and activities, including the presence and activities of others associated with User and its use of the facility will not unduly interfere with or disrupt the normal operations of the West View Shores Community and the normal users of the premises. User agrees at all times to adhere to all rules, regulations and policies of West View Shores Civic Association, Inc., and to follow all directions and instructions of West View Shores Civic Association, Inc. and it's officials.

User understands and agrees that West View Shores Civic Association is only making available the premises and will not be supplying any equipment or services. User will be fully responsible for the setting up and removing of all equipment or other property, and for cleaning the premises following completion of your use of the premises. User agrees to return the premises to West View Shores Civic Association, Inc. in the same condition as the premises were delivered to it.

User represents that it has general liability insurance coverage in an amount not less than \$1,000,000/\$3,000,000 and agrees to provide West View Shores Civic Association, Inc. with a certificate of insurance evidencing such insurance coverage and **naming West View Shores Civic Association, Inc. as an additional insured on the policy** in connection with its activities on West View Shores Civic Association, Inc. property.

By signing below, User acknowledges that it has read and understands this Release. In witness whereof, User, as an individual or acting by and through its duly authorized officer, has set its hand to this Release this _____ day _____ 20__.

For User :

Print Name:

Signature:

Its: _____

(please return a copy with original signatures to the West View Shores Civic Association, Inc.)

