

## RELEASE AND INDEMNITY AGREEMENT

Dated \_\_\_\_\_

In consideration of the issuance of a permit/permission by the City of Waldport (the "City") for

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(Description of activity)

the undersigned ("Permittee") hereby agrees to the following terms:

- Release.** Permittee does hereby release and forever discharge the City of Waldport, and its City Councilors, officers, agents, volunteers and employees (collectively "Indemnitees") from any and all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee's activity described above and/or Permittee's use of the City's facilities. Without limiting the generality of the foregoing, Permittee understands and agrees that this Release discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them including any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee's activity described above and/or Permittee's use of the City's facilities. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to property with respect to the activity described above or Permittee's use of the City's facilities, whether caused by the negligence of any of the Indemnitees or otherwise.
- Indemnity.** Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from any and all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee's activity described above and/or Permittee's use of the City's facilities. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee's activity described above and/or Permittee's use of the City's facilities.
- Damage to Property.** In the event Permittee or its employees, agents, contractors, licenses or invitees damage or destroy any property of the Indemnitees in connection with Permittee's activity described above, Permittee shall, upon demand of the Indemnitees, immediately pay the costs of repair or replacement of such damaged property.
- Insurance.** Permittee shall maintain liability insurance covering Permittee's activity described in this Release, with such coverages and in such amounts as required by the City from time to time. Such insurance shall also name the City as an additional insured. Permittee shall, 30 days prior to engaging in the activity described in this Release, provide the City with a certificate of liability insurance evidencing such insurance in a form acceptable to the City.
- Termination.** The City may terminate Permittee's activity described above at any time upon written notice to Permittee. Indemnitees shall have no liability to Permittee for any termination of Permittee's activity, including but not limited to liability for consequential damages.

6. **Interpretation.** The undersigned agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Release is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

7. **Jurisdiction.** In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Lincoln County, Oregon.

8. **Authority.** In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Release on behalf of such organization.

9. **Binding Effect.** The waiver, release, indemnity and agreements of Permittee under this Release shall be binding upon Permittee's agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

10. **Compliance with Laws.** Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

Permittee:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Agent