

# **Release, Waiver of Liability & Indemnity Agreement**

**Facility/Event Name (if applicable):** \_\_\_\_\_

**Date(s) of Use:** \_\_\_\_\_

**Renter/Applicant Name (Individual/Organization):** \_\_\_\_\_

**Contact Person (if Organization):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## **READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY.**

In consideration for being permitted to use the facilities of the Town of Bedford, including, but not limited to the Town Cemetery, Park rentals, etc. (hereinafter referred to as "Facility"), the undersigned (hereinafter referred to as "Renter/Applicant"), which includes the Renter/Applicant's, guests, invitees, agents, and employees, and being of legal age, hereby agrees to the following:

**1. ACKNOWLEDGMENT OF RISKS:** Renter/Applicant understands and acknowledges that the use of the above-stated Facility may involve certain inherent risks, dangers, and hazards, which may include, but are not limited to, uneven terrain, natural or artificial conditions, weather conditions, the actions or inactions of other individuals present at the Facility, wildlife encounters, the presence of grave markers and monuments, playground or sports equipment, injury resulting from contact with other participants or surfaces, and any other risk inherent in the use of public facilities.

**2. RELEASE AND WAIVER OF LIABILITY:** To the fullest extent permitted by law, Participant hereby releases, waives, discharges, and covenants not to sue the Town of Bedford, its elected officials, officers, employees, agents, volunteers, and insurers (hereinafter collectively referred to as the "Released Parties") from any and all liability, claims, demands, actions, causes of action, damages, losses, or expenses of any kind (including, without limitation, personal injury, disability, death, property damage, and attorney's fees) arising out of or in any way connected with Participant's use of the Facility.

**3. INDEMNIFICATION:** Participant agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, damages, losses, or expenses of any kind (including, without limitation, personal injury, disability, death, property damage, and attorney's fees) arising out of or in any way connected with Participant's use of the Facility or the actions of Participant's guests, invitees, agents, or employees, to the extent permitted by law.

**4. GOVERNING LAW AND VENUE:** This Waiver and Release of Claims shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

**5. SEVERABILITY:** If any provision of this Waiver and Release of Claims is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**6. CEMETERY SPECIFIC PROVISIONS (If Applicable):** Participant acknowledges and agrees to abide by all rules and regulations governing the Town of Bedford cemeteries, including respecting the solemn nature of the grounds, refraining from any disruptive or disrespectful behavior, and adhering to designated pathways and visiting hours. Participant is responsible for ensuring that any decorations or memorials placed by them or their guests comply with Town or cemetery regulations.

**7. PARK RENTAL SPECIFIC PROVISIONS (If Applicable):** Participant is responsible for ensuring that their use of the park rental area complies with all Town of Bedford park rules and regulations, including noise levels, permitted activities, and cleanup responsibilities. Participant is responsible for any damage to Town property beyond normal wear and tear caused by their use or the use of their guests.

**BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES THAT THEY HAVE READ THIS LIABILITY WAIVER AND RELEASE OF CLAIMS, UNDERSTAND ITS CONTENTS, AND ARE SIGNING IT VOLUNTARILY AND WITHOUT ANY DURESS OR COERCION. PARTICIPANT FURTHER ACKNOWLEDGES THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT.**

RENTER/APPLICANT PRINTED NAME: \_\_\_\_\_

RENTER/APPLICANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

By signing this Release, Waiver of Liability & Indemnity Agreement, Visitor and/or Guest acknowledge that they have read, understood, and agreed to the above Form.