

RELEASE AND INDEMNITY AGREEMENT

The undersigned acknowledges that use of the facilities and equipment owned by the Metropolitan School District of Washington Township ("District") is a privilege granted by District in its sole discretion and subject to revocation without notice. Such facilities and equipment are made available on an "as is" basis, and District makes no representations as to the suitability or fitness of the facilities or equipment for the uses made by the undersigned. In consideration of the privilege of using the facilities and equipment, the undersigned does hereby release and hold harmless District of and from any injury to person or property which the undersigned may incur during the use of the facilities and equipment, including injury suffered as a result of District's own negligence. The undersigned hereby agrees to compensate District for any damages which the undersigned may cause to the facilities and equipment, and the liability for such reimbursement obligation shall fully extend to all those involved if the undersigned uses the facilities and equipment with other persons. The undersigned agrees to indemnify and hold harmless District from any claims made by third persons arising out of the undersigned's use of the facilities and equipment and such indemnity shall also include attorneys' fees and expenses which District may incur in defending such claims.

Name: _____

Organization: _____

Signature: _____

Date: _____