

GENERAL RELEASE, WAIVER AND INDEMNITY AGREEMENT

In consideration of the use of the property of the Town of Kimball, Tennessee, including but not limited to the Town Park, the Town's Community Building, the Town's Fire Hall, and Barn structure, the undersigned "User" acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under User's care, custody or control. User warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the Town's property. The Town makes no warranties or representations, express or implied, about the safety of any of the Town's property.

In further consideration of this Agreement, User hereby releases, waives and discharges the Town, including its agents, servants, employees, officers, and Board Members from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the Town's property as described herein. This Release is intended to include, but is not limited to, liability due to the Town's negligence, regardless of whether such negligence is active or passive. This Release is intended to discharge the Town from all liability for any injury to any and all person(s) and any and all property connected with the use of the property specified herein. This includes, but is not limited to, property damages, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to good will, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. User waives all rights to sue the Town for any injury a child/adult may suffer due to negligence or any other cause.

User shall be in full charge of the safe use and operation of the property described herein and promises and agrees to indemnify and hold the Town, including its agents, servants, employees, officers, and Board Members harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise, from the use and operation of the Town's property.

NOTICE:

THE USE OF INFLATABLES, BOUNCE DEVICES, WATER SLIDES, AND SIMILAR RECREATIONAL DEVICES ON TOWN PROPERTY IS STRICTLY PROHIBITED. ANY VIOLATION OF THIS PROHIBITION SHALL RESULT IN IMMEDIATE TERMINATION OF THE UNDERSIGNED'S RIGHTS TO THE USE OF TOWN PROPERTY AND FACILITIES.

User further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this Agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.

This Agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. User understands and agrees that no oral representations or statements have been made by the Town to alter the representations set forth herein.

Date: _____

User's Name (Printed)

User's Address

User's Signature