



BUILDING USE WAIVER AND RELEASE

_____ (fill in organization/individual using facilities, hereafter "User") enter into this Building Use Waiver Release (Agreement) with Abbe Reformed Church for the privilege to use the facilities located at 595 Clymer-Sherman Road, Clymer, New York.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facilities and other valuable consideration the receipt of which is acknowledged, User waive and release Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for death, personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or the presence of any organization at the facilities or use of the facilities and/or equipment. This waiver and release is intended to and does release Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns from any and all liability for damages or injuries on account of or in any way related to or growing out of any and all negligence, the negligence of third parties and any Abbe Reformed Church's negligence or its agents, servants, employees, insurers, successors and assigns negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facilities and its equipment, negligence in training or negligence in supervision. This is not intended to release Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns from any liability resulting from their intentional conduct.

User further covenant and agree not to institute any claims or legal action against Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns for any claim released by this Agreement. User further agree that should any claim be made against Abbe Reformed Church in contravention of this Agreement, including but not limited to derivative claims, User will protect, defend and completely indemnify (reimburse) Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns for any such claim and expenses including attorney's fees and costs incurred by Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns in defending themselves or security indemnity hereunder.

User recognize the facilities are not supervised, and User use the facilities (including premises and equipment) entirely at User's own risk.

2. User understand that Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns is not responsible for any lost or stolen valuables or property from within the facilities.

3. While at the facilities, User and anyone there with User's invitation or consent, agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facilities by other users.

4. User acknowledge that User have received and read a copy of the current rules and regulations governing the use of the facilities. User agree that User will fully comply with all rules and regulations and with any amendments.

User have read the Agreement and understand that by signing the Agreement User has consented to be bound by its terms, including the waiver/release of any legal right User may have to sue Abbe Reformed Church, its agents, servants, employees, insurers, successors and assigns for any costs they incur because a claim or legal action is brought in violation of this Agreement.

Name of Organization
(as applicable):

_____ ("User")

Name (please print):

Signature:

Date: