



Town of Morrisville Event Space Release & Liability Waiver

Event Name:

Date of Event:

Event Location:

This Event Space Waiver and Release of Liability (“**Release**”) is entered into this the ____ day of _____, 20__ between the Town of Morrisville (“**Town**”) and _____ (“**Applicant**”).

WHEREAS Applicant desire(s) to host the Event, described above (“Event”) at the Event Space, as herein identified above (“Event Space”), and such Event requires the permission and approval of the Town.

IN CONSIDERATION for being permitted and approved to host the Event at the Event Space, Applicant hereby agrees to the following terms and conditions:

- A. The Applicant assumes full responsibility and liability for the Event Space and the Event’s invitees during the time of its use for the Event, and Applicant hereby agrees that it shall waive, release, and forever discharge, for itself and for its personal representatives, spouse, assigns, heirs, next of kin, agents, and/or employees, the Town and its elected officials, employees and agents from any and all claims, causes of action, or liability which may hereafter accrue against them in any form as a result of the Event or any condition existing in the Event Space.
- B. The Applicant further agrees and covenants to hold harmless, defend, reimburse and indemnify the Town for any and all damages, losses, costs, or expenses (including legal fees) incurred by the Town or paid by it to any person (including its insurers) in response to any accident, injury (including death), loss, or property damage, however caused, resulting from, arising out of, or otherwise in connection with the Event. Applicant shall indemnify the Town should any individual or entity make a claim against the Town in connection with the Event, including, without limitation, any accident Applicant may be involved in or any injury, loss, or damage to Applicant, third parties, or property however caused.
- C. This Event Release and Liability Waiver shall be binding upon and enforceable against Applicant, its personal representatives, spouse, assigns, heirs, and next of kin, agents, and/or employees without limitation. It is Applicant’s intent that the words, terms, provisions, covenants, and remedies contained in this Release shall be enforceable to the fullest extent permitted by the Laws of the State of North Carolina. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect.

BY SIGNING, APPLICANT ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS EVENT RELEASE AND LIABILITY WAIVER AND THAT THEY ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE TOWN OF MORRISVILLE.

APPLICANT: The below must be signed by an authorized representative

Name of Person or Entity: _____

Signature: _____

Its (The signers position within a company): _____