

# Upperco Volunteer Fire Company, Inc. Event Contract (“Contract”)

## Read before signing – This Contract Releases & Waives Rights of Event Sponsors & Attendees

- In consideration of Upperco Volunteer Fire Company Inc.’s grant of permission to use its premises on the specific dates identified below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Each of the undersigned persons and/or entities, on their own behalf and on behalf of their spouses, children, heirs, personal representatives, successors and affiliates (collectively “Releasers”), hereby irrevocably waives, releases and forever discharges Upperco Volunteer Fire Company Inc., its officers, directors, members, volunteers, employees, insurers, attorneys, agents, and assigns (hereinafter collectively sometimes referred to as “Releasees” or “UVFC”) from any and all claims, demands, liability, causes of action, damages and losses resulting or arising from or relating in any way to physical, bodily and personal injuries, pain, suffering, illness, disfigurement, temporary or permanent disability, property damage, economic and other losses and death that may occur or may be alleged to have been caused, directly or indirectly, by or from fire, theft, vandalism, water or land-related accidents, natural or other events or any other occurrences, things, actions, conduct or omissions of any kind.
- Releasers understand and agree that each of them has been granted temporary permission to use UVFC’s facilities, parking area and other limited areas designated by UVFC and to enter on and temporarily use Releasees’ property entirely at Releasers’ own risk, which permission may be revoked for any reason or no reason at UVFC’s sole and exclusive discretion. Releasers warrant that they understand there are risks of losses, injuries and death associated with events and all other activities and that such losses, injuries, death or other outcomes may arise by or as a result of Releasers’ own negligence or the negligence of others (including that of Releasees) or conditions on the premises or Releasers’ use of amenities offered at or on UVFC’s premises or related to travel to and from the premises. Releasers knowingly and voluntarily assume all such risks, both known and unknown and agree that Releasees are not responsible for errors, omissions, acts or failures to act of any person, party or entity conducting an event or activity on or in the vicinity of UVFC’s premises. Releasees make no warranty whatsoever concerning the condition of the premises which are licensed AS IS and WHERE IS. Releasers agree to provide licensed and certified safety and security personnel to protect and safeguard Releasees and all of their attendees and participants. **At least 48 hours prior to the date of the first event shown below, Releasers shall provide Releasees with a Certificate of Insurance naming UVFC as an additional insured under a comprehensive general liability insurance policy with coverage limits of One million dollars per claim and Two million dollars per occurrence.**
- Releasers fully understand that this Contract is a complete release and waiver of liability and damages and each of the undersigned hereby voluntarily gives up and waives any right that the undersigned otherwise may have to bring legal action against Releasees for any losses, personal injuries, death or property damage whatsoever for negligence, alleged negligence, or alleged breaches of contract or duties on the part of Releasees or any of them. This Contract, waiver and release of liability, loss, injury and death shall remain in effect for the duration of Releasers’ event and presence at UVFC’s premises and it shall survive and remain binding and effective after that date.
- Releasers further agree to indemnify, defend and hold harmless Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or other relief brought by the undersigned or anyone acting on Releasees’ behalf, including, but not only, for payment of Releasees’ attorneys’ fees and related costs. This Contract represents the entire agreement of Releasers and Releasees concerning the matters described herein and no oral or written amendment shall be effective to change its terms. If any provision(s) of this Contract is adjudicated to be unenforceable, all remaining provisions shall be deemed to be fully binding and enforceable. **Releasers and Releasees hereby agree to waive each of their rights to a jury trial.** Releasers acknowledge receipt of a copy of this Contract.