

AGREEMENT TO RELEASE AND INDEMNIFY THE TOWN OF MURPHY,
NC FOR

EVENT _____ TO BE HELD ON
_____, 20__, BY _____

In consideration of the issuance of the permit herein applied for the Town of Murphy, North Carolina (hereinafter "Town") to _____ (hereinafter "Permittee) for the above event and other good and valuable consideration, Permittee hereby agrees as follows:

To the fullest extent permitted by law, Permittee shall release, indemnify, keep and save harmless the Town, its officers, officials, agents and employees (hereinafter collectively "Releasees") from any and all responsibility or liability for any and all damage or injury of any kind or nature (including death resulting therefrom) to all persons, whether officials, officers, agents or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of occurring in connection with Permittee's use or occupancy of the Town's trails, sidewalks, streets, rights-of-way and/or pedestrian ways or alternative routes as may be permitted pursuant a permit (or by any person acting for Permittee or for whom Permittee is or is alleged to be in any way responsible), whether such claim is based in whole or in part on contract, tort (including alleged active or passive negligence or participating in the wrong) or upon an alleged breach of any duty or obligation on the part of Releasees.

The provisions of this agreement shall include any claims for equitable relief for damages (compensatory or punitive) against the Releasees including alleged injury to the business of any claimant, and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost and expenses. Expenses as used herein shall include without limitation the costs incurred by Releasees in connection with investigation of any claim or defending any action, and shall also include reasonable attorney's fees by reason of the assertion of any such claim against Releasees. Permittee expressly understands and agrees that any insurance protection required as a condition to the issuance of the permit herein applied for, or otherwise provided by Permittee, shall in no way limit

Permittee's responsibility to release, indemnify, keep and save harmless and defend Releasees as herein provided.

Permittee expressly accepts those portions of the Town's trails, sidewalks, streets, rights-of-way, and/or pedestrian ways to be used for the event identified in Permittee's application for a permit (hereinafter the "Event") and any alternative route used in their present condition.

The intention of Permittee and the Town is that this release and indemnity be incorporated into any permit for the Event issued by the Town. It is further intention of the Permittee and the Town that this release and indemnity be broadly construed and applied in favor of Releasees, subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

Signed this ___ day of _____, 20__.

Approved as to Form

Name of Permittee/Entity

By Town Manager

By: _____

Name of Representative, Title

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for said State and County, do hereby certify that authorization and the due execution of the foregoing instrument on behalf of _____.

Witness my hand and official seal, this the _____ day of _____, 20__.

My Commission Expires: _____

(SEAL)

Notary Public

