



**TOWN OF HARRISON
VILLAGE OF HARRISON**

ALFRED F. SULLA, JR. MUNICIPAL BUILDING
1 HEINEMAN PLACE
HARRISON, NEW YORK 10528

Telephone: (914) 835-2000



Special Event Indemnification, Release and Discharge Agreement

_____, (hereinafter "Indemnitor") agrees to protect, defend, indemnify and hold the Town of Harrison and the Village of Harrison, their officers, agents and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind of character in connection with or arising, directly or indirectly, out of the Indemnitor or any participant at any event held or sponsored by the Indemnitor's use of the Town of Harrison's right-of-ways, roads, sidewalks, property, or facilities of any kind. Without limiting the generality of the foregoing, all such claims, etc., relating to personal injury, death, damage to property, defects in material, workmanship, actual or alleged infringement on any other tangible or intangible personal property or property right, or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

The Indemnitor, further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees.

In consideration of the Town permitting the Special Event, I, for myself, my organization, my executors, administrators, and our respective successors and assignees, do hereby release and discharge the Town & Village of Harrison, and its representatives, officers, employees, agents and successors and assigns from all claims, damages, demands, action and causes of actions whatsoever, in any manner arising growing out of or concerning the special event.

By: _____

Authorized Signature

Title: _____

Organization: _____

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On the ____ day of _____, in the year 20____ before me, the undersigned, personally appeared _____ personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his /her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public