

**The Marianne Beck Memorial Library
112 West Central Avenue
Howey in the Hills, Florida 34737
Phone: 352-324-0254 / Fax: 352-324-1115**

Meeting Room Agreement – Addendum

RELEASE, WAIVER, AND INDEMNIFICATION:

The UNDERSIGNED will indemnify the TOWN and hold the Town harmless from and against all claims and demands for damages for bodily injury (including death), property damage, nuisance, and other loss or damage of any kind arising out of, or alleged to have arisen out of, or in any way connected with the UNDERSIGNED'S use or occupancy of the TOWN'S Premises (hereafter "the Premises") or the UNDERSIGNED'S activities on or about the Premises, including those matters which are the direct and proximate result of the negligent acts of the TOWN, its agents, servants or employees. If it becomes necessary for the TOWN to defend against a claim or action against it, seeking to impose such liability, the UNDERSIGNED will not only pay any judgment entered against the TOWN in such proceeding, but also all costs and the reasonable attorney's fees incurred by the TOWN in its defense against the proceeding or claim

The Town shall not be liable to the UNDERSIGNED or to the UNDERSIGNED'S customers, employees, agents, guests, or invitees, or any other person for any injury to person or damage to property on or about the Premises, including but not limited to consequential damages, (1) caused by an act or omission of UNDERSIGNED or its employees, customers, subtenants, licensees, concessionaires, or any other person entering the Premises by express or implied invitation or permission of UNDERSIGNED, or (2) arising out of the use of the Premises by the UNDERSIGNED or its employees, customers, subtenant, licensees, concessionaires, or invitees, or (3) arising out of any breach or default of UNDERSIGNED in the performance of its obligations hereunder, or (4) caused by any disrepair of the improvements made upon the Premises or any defect in such improvements, including but not limited to defects or disrepair involving fixtures, equipment, floor surfaces, pipes, wiring, broken glass, backed up drains, gas, water, steam, electricity or oil leaks, or (5) arising out of the failure or cessation of any service provided by the TOWN (including security service and devices), or (6) arising out of the construction and installation of alterations, physical additions, or improvements in and to the Premises by the TOWN and the TOWN'S agents, contractors, and subcontractors. The UNDERSIGNED hereby agrees to indemnify the TOWN and hold the TOWN harmless from all liability, loss, expense, or claim, including reasonable attorney fees and costs, arising out of such damage or injury.

The UNDERSIGNED expressly agrees to be responsible for and to indemnify and hold the TOWN harmless from any and all damages and expenses of whatever kind arising out of or caused by burglary, theft, vandalism, malicious mischief, or other illegal activities performed in, at or from the Premises.

The TOWN shall not be liable to the UNDERSIGNED, and the UNDERSIGNED herewith waives all claims, for all loss and damage that may be occasioned by or through the negligence, acts or omissions of the TOWN, its officers, employees, agents or representatives, or of any third persons.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while in or upon the property of the TOWN.

THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of Florida, and if any portion of thereof is held invalid it is agreed that the balance of this indemnity agreement shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY, AND AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement has been made.

EXECUTED in the TOWN of Howey in the Hills, in the State of Florida, on this day

_____ Day of _____, 20____.

Signature

Date

Print Name: _____

Witness

Date

Print Name: _____