EASTON PUBLIC SCHOOLS

Release/ Indemnifications Agreement

Required by all groups using school facilities

For and in consideration of being granted a **Use of School Facilities Rental Agreement** to access and use the

_____, _____
(name of school) (name of applicant)
referenced as Applicant, here by agrees to release, indemnify and hold harmless the Easton Public Schools, Town of Easton and all their past present and future officers, officials, agents, servants, and employees hereinafter collectively referred to as EPS against any and all injury, loss or damage and any and all claims for injury loss or damage, of whatever nature, caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation, officers, agents, servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant and collectively referred to as Applicant), at or about the premises.

This agreement indemnifies EPS from all costs, expenses, and liabilities incurred in connection with any injury, loss, or damage claimed by any third party, and holds EPS harmless from any claim brought by Applicant, unless the injury is caused by the negligence of EPS.

Applicant shall maintain commercial general liability insurance, with respect to the premises and its appurtenances, issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, naming the Town of Easton and the Easton Public Schools as additional insured, in any amount not less than one million dollars ($1,000,000) combined single limit for both bodily injury and property damage. Applicant shall deliver to EPS, prior to commencing use of the premises, the policies of such insurance or certificates thereof. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to each named insured. Applicant is advised that failure to maintain such commercial liability insurance may result in Applicant being subject to potential liability for claims arising from the use of the premises.

Applicant shall, at its own cost and expense, with counsel approved by EPS, defend any and all suits and actions (just or unjust) brought against EPS or in which EPS may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of EPS's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against EPS for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use the premises.

Applicant:_____ Title: _____ Date: _____