



TOWN OF SIMS RENTAL WAIVER AND RELEASE

WHEREAS, the undersigned (hereinafter, "Renter") has requested the use of the following facility belonging to or is under the auspices of the

Town of Sims, North Carolina _____ (address of rental)

to engage in activities for the exclusive benefit of the Renter; and, WHEREAS, the Renter agrees to do so at his or her own risk, recognizing the possible and inherent dangers of personal injury or property damage; and, WHEREAS, the **Town of Sims** does not wish to be liable for any damages arising from personal injury or property damage sustained in connection with Renter's use.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the Renter does hereby for him/herself, his/her heirs, executor, successors or administrator, and personal representatives:

1. Assume full responsibility for any personal injury to him/herself or any other person; or any damage to any personal or real property, whether such property be owned by the Town, the Renter, or any other person or entity; which may occur, directly or indirectly, in the course of Renter's use of the facility as follows _____. (date of rental)
2. Fully release and forever discharge the **Town of Sims**, its Board of Commissioners, officers, employees, agents, contractors, subcontractors, successors and assigns, from any and all claims, demands, rights of action, or causes of action, for personal injury or property damage, present or future, whether known or unknown, anticipated or unanticipated, resulting from or arising out of Renter's use of the facility described above.
3. Agree to indemnify and hold and save the **Town of Sims**, its Board of Commissioners, officers, employees, agents, contractors, subcontractors, successors and assigns, harmless from damage or liability of any kind, including all claims, costs (including defense costs) and losses accruing or resulting to any person or entity arising out of Renter's use of the facility or equipment described above.
4. Agree that it is the intent of the Renter that this RELEASE AND INDEMNITY AGREEMENT shall survive the termination or expiration of this Agreement and remain in full force and effect any time after the execution hereof.
5. Agree to promptly notify the **Town of Sims** staff of any occurrence that might give rise to a claim for damages growing out of use of said facility by any such person.
8. Agree to comply with all rules and regulations established by the **Town of Sims**.

Date: _____ Renter Name: _____

Renter Signature: _____