

WAIVER OF LIABILITY

This Agreement is made the _____ day of _____, 20__ by and between
The Board of Trustees for Springfield Township and _____ (the Parties).

TERM:

The Board of Trustees for Springfield Township and _____
enter into this Agreement for a term beginning _____ and continuing until
_____, Springfield Township may terminate the Agreement with ten (10)
days written notification, or immediately if the health and safety of community or
employees of Springfield Township is in danger or requires immediate termination.

PURPOSE:

The parties wish to enter in an agreement whereby The Board of Trustees for Springfield
Township will allow _____, and his/her guests to use the
meeting hall/shelter house, located at 2777 Springfield-Xenia Road, Springfield, Ohio
45506 for the period of _____ a.m. /p.m. until _____ a.m./p.m.

RELEASE AND WAIVER:

_____ does hereby Release and forever discharge and hold
harmless The Board of Trustees for Springfield Township and its successors and assigns,
agents and employees, officers, members, managers, representatives, assigns, heirs,
and others acting on their behalf from any and all liability, claims, and demands of
whatever kind or nature, either in law or equity, which arises or may hereafter arise
from utilization of the meeting hall/shelter house and any and all activities associated
with such meeting hall/shelter house.

_____ understands that this Release discharges The Board of
Trustees for Springfield Township and its successors and assigns, agents and employees,
officers, members, managers, representatives, heirs, and others acting on their behalf
from any liability or claim that _____ may have against The Board of
Trustees for Springfield Township and its successors and assigns, agents and employees,
members, managers, representatives, heirs, and others acting on their behalf with
respect to any bodily injury, personal injury, illness, death or property damage that may
result from utilization of the meeting hall/shelter house and any and all activities
associated with such meeting hall/shelter house, whether caused by the negligence of
The Board of Trustees for Springfield Township and its successors and assigns, agents
and employees, officers, members, managers, representatives, heirs, and others acting
on their behalf.

(Over)

_____ also understands that The Board of Trustees for Springfield Township and its successors and assigns, agents and employees, officers, members, managers, representatives, heirs, and others acting on their behalf does not assume any responsibility for or obligations to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

_____ also agrees to indemnify and hold harmless The Board of Trustees for Springfield Township and its successors and assigns, agents and employees, officers, members, managers, representatives, heirs, and others acting on their behalf against all damages sustained or suffered by any persons who are not parties to this Agreement involving any and all damages whatsoever that _____ may cause, directly or indirectly, while engaging in the utilization of the meeting hall/shelter house and any and all activities associated with such meeting hall/shelter house. The indemnification shall include reimbursement of The Board of Trustees for Springfield Township's reasonable attorney fees.

_____ also agrees to not use or allow the use of alcoholic beverages or smoking on the premises and agrees to not allow concealed weapons to be brought onto the property.

SIGNATURES:

(Insert name of party using building)

John Roeder, Trustee for Springfield Township

Tim Foley, Trustee for Springfield Township

James Scoby, Trustee for Springfield Township

Michael Hively, Fiscal Officer for Springfield Township

Vicki Gundolf, Office Assistant for Springfield Township

Approved as to form March 28, 2016 by Assistant Prosecutor Megan M. Farley