

Liability Release and Waiver

FROM: _____ of _____ (“Maker”) TO AND IN
FAVOR OF: THE BOROUGH OF ELIZABETHTOWN, a duly constituted political
subdivision and incorporated Municipal body (“Borough”), 600 S. Hanover St., Elizabethtown,
PA

BACKGROUND

The undersigned Maker is participating in the 2017 Arts in the Park event, an event sponsored by the Elizabethtown Borough. The event will be held on property which is either owned and/or controlled by the Borough of Elizabethtown. As part of my participation, I will have the right to erect a display booth the day before and the day of the event, and from time to time during the event I will have various items of my personal property located at my booth. I have been specifically advised by the Elizabethtown Borough Officials that the Borough cannot and will not be able to guarantee the security, safety and safe keeping of my property during this event. I have further been advised by Borough Officials that the Borough is not providing any security the day before, the night prior to the event, nor necessarily during the event itself. Additionally, I have been advised by the Borough Officials that there will not be police protection for my property during the time period that my property is located on the Elizabethtown Borough property. As such, I have been specifically further advised by Borough Officials that I am solely responsible at all times and for all purposes for any property which I may have at the stated event.

RELEASE AND WAIVER

Now, therefore, witnesseth, that the undersigned Maker having been specifically advised by the Borough Officials as aforesaid, and understanding that Maker will be solely and completely responsible for any and all of my property during the stated event, hereby and herewith agrees to and shall be solely responsible for same and further Maker hereby and herewith remises, releases, quitclaims and discharges the Borough and any of its elected officials, employees or any other person or entity connected with the Borough from any claim or claims of any kind whatsoever which Maker might now have or in the future might have against the Borough of Elizabethtown and all of the stated persons, entities and departments of the Borough for any loss, damage or theft of Maker’s property or for any other purpose or reason that may occur during this event which is taking place in the year 2017, in the Arts in the Park event on property either owned or controlled by the Borough.

It is understood and agreed that this is a full, complete and final release and is intended to and shall release the Borough of Elizabethtown and all of the stated persons, departments, entities and officials of and from any claim of every nature and kind whether or not now known, suspected, which might arise in the future or might be manifested at any time in the future. Maker further understands and agrees that this is a legally binding Liability Release and Waiver and discharge and Maker herewith waives Maker’s right to sue the Borough of Elizabethtown or any the other stated person, departments, entities or officials for any claim which Maker might have arising out of Maker’s participation in the event. Maker has read this entire Release and agrees that Maker is executing the same freely and voluntarily.

In witness whereof, this Liability Release and Waiver is executed this _____ day of _____, 20_____.

MAKER BY: _____(PRINT) _____(SIGN)