

COMPLIANCE AND INDEMNIFICATION AGREEMENT

Today's Date: _____

Parties: _____ ("Responsible Person", also referred to as
"me", "I", or "my")

(Address)

(City, State, Zip)

TOWN OF VAN BUREN (hereto referred to as "Town")
7350 Canton Street
Baldwinsville, NY 13027

I acknowledge that I am the designated "Responsible Person" for the Group named in the attached Town of Van Buren Parks and Recreation Department Picnic Shelter Reservation form. In consideration of the Town's permission for my Group to use the Town Park facilities, I agree to the following terms and conditions:

1. I have read the attached Town of Van Buren Parks and Recreation Department Picnic Shelter Reservation form as well as the General Information/Regulations and Town of Van Buren Park Rules included within. I agree that all such terms and conditions apply to the use of the Town Park by my Group, and that my Group will abide by all such rules.
2. I agree to assume full responsibility for the conduct of all persons in my group upon Town property during my Group's use of the Park facilities. I acknowledge that the Town is not a sponsor, organizer or supervisor of my Group's event and that the Town is merely granting a license for the use of its Park facilities.
3. I am aware that New York State Law prohibits the serving of alcohol to anyone under age 21. I agree to be responsible for ensuring compliance with this law during my Group's use of the Park's facilities. I also agree to monitor the event and ensure that no alcohol is consumed by a visibly intoxicated person, nor by anyone who will be driving a motor vehicle following my Group's event.
4. I agree that the "Alcohol Beverage Limitations" listed on one of the documents included with the Pavilion Reservation Form are merely the maximum amounts of alcoholic beverages allowed on Park premises during my Group's event. I acknowledge that these limits are not to be construed as endorsing the consumption of alcohol, nor in any way to suggest a "safe" level of consumption for any group or individual, nor to suggest that there is any "safe" level of alcohol consumption.
5. I agree to fully hold harmless and indemnify the Town and all of its officers, agents and employees from and against any and all liability of any type whatsoever, including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of or occurring in connection with any unlawful, tortuous and/or dangerous act or omission by any member of my party (other than Town officers or agents), upon the Town Park property during my Group's event, and/or arising out of or occurring in connection with any violation of the terms of this Agreement (including the terms and conditions in the documents included hereto) and/or arising out of or occurring in connection with the consumption of alcohol by any member of my party upon the Town's property as a result of my Group's event.
6. I shall, at my own cost and expense, defend any and all actions or suits which may be brought against the Town or any of its officers, agents or employees or in which the Town or its officers, agents or employees may be impleaded with others upon any such claim referred to in the preceding paragraph. In the event of my failure to so defend the Town, the Town, at its option, may at my cost and expense and upon prior written

notice to me, defend any and all such actions or suits. I shall satisfy, pay and discharge any and all judgments that may be recovered against the Town or any of its officers, agents or employees in any such suit or action which may be brought against the Town, its officers, agents or employees or in which the Town or any of its officers, agents or employees may be impleaded with others based upon any such claim. I shall pay the reasonable costs of any such defense of any such claim including, but not limited to, the Town's attorney's fees. My obligations hereunder shall not be deemed waived, limited or discharged by the procurement of any insurance for liability or damages of the type described herein.

7. I acknowledge that the following documents can be found and downloaded online:

- "Additional Notes"
- "Directional Map to Van Buren Park"
- "Directions to Van Buren Park" (2 pages)
- "Van Buren Central Park Map"
- "Damage Deposit Checklist"
- "Alcohol Beverage Limitations"
- "Van Buren Park Lodge Policies"
- "Van Buren Pool Rules"
- "Contact Tracing Form"
- "COVID regulations and agreement"

GROUP'S "RESPONSIBLE PERSON"

(Print or Type Name)

(Signature)

TOWN OF VAN BUREN

(Print or Type Name)

(Signature)