

**STATE OF NORTH CAROLINA**

**COUNTY OF UNION**

**RELEASE AND INDEMNITY AGREEMENT**

This RELEASE AND INDEMNITY AGREEMENT made and given on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (whether one or more, hereinafter referred to as the “Indemnitor”) to the Village of Marvin, North Carolina, its elected officials, agents, and employees (herein after referred to as the “Village”);

**WITNESSETH:**

WHEREAS, the Village owns the real estate described as Marvin Village Hall and

WHEREAS, the Indemnitor has requested permission to use such property for the following purposes: \_\_\_\_\_

\_\_\_\_\_  
(Whether one or more, hereinafter referred to as the “Activity”); and

WHEREAS, in order to induce the Village to permit Indemnitor to use and rent the Property for the Activity specified, the Indemnitor agrees to release, indemnify, and hold harmless the Village to the extent herein provided.

NOW, THEREFORE, in consideration of being granted the right to use the Property, the Indemnitor on behalf of himself/herself and any executors, administrators, personal representatives, collectors, heirs, successors, and assigns, hereby agrees to:

- (i) RELEASE, ACQUIT, AND FOREVER DISCHARGE the Village from any and all claims, losses, damages, or liability (present or future) on account to any injury to persons or property, including injury resulting in death, arising out of or in any way connected with the use of the Property for the Activity specified above; and
- (ii) IDEMNIFY, DEFEND, AND HOLD HARMLESS the Village from and against all claims, losses, damages, or liability (present or future) and all costs, charges, and fees (including but not limited to court costs, reasonable attorney’s fees, and payment of any damage whether by way of judgment or settlement) related thereto, arising out of, or in any way connected with the use of the Property by the undersigned Indemnitor, or anyone using the Property under the auspices of the undersigned Indemnitor, or with the implied or express consent of the undersigned for the Activity specified above.
- (iii) Indemnitor understands and assumes responsibility to any common law social host liability which may result directly or indirectly from the consumption by any party of alcoholic beverages during the event. The Village of Marvin specifically disclaims any and all liability. In the event the Village or any agent thereof is found by any court or similar authority to be liable to any person or party resultant from the consumption of alcohol by any party, the Indemnitor agrees to indemnify and hold the Village harmless to the greatest extent allowable under North Carolina or Federal law.

It is understood and agreed that the Village makes no representation or warranty, express or implied, that the Property is suitable, safe, or appropriate for the Activity and that the undersigned Indemnitor assumes the risk of any loss, damage or liability resulting from the use of the Property. The undersigned will not use or authorize anyone to use the Property for any activity except with the consent of the Village or its duly authorized representative.

It is further understood and agreed that this is the entire agreement and if any term or provision of this Release and Indemnity Agreement, or application thereof to any person, firm, corporation, or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release and Indemnity Agreement, or the application of such term or provision to persons, firms, corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release and Indemnity Agreement shall be valid and enforceable to the fullest extent permitted by law.

The undersigned has carefully read this Release and Indemnity Agreement and executes it voluntarily in his or her duly authorized, official capacity on behalf of the Indemnitor.

This the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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Signature of Indemnitor