

WEST VALLEY CENTRAL SCHOOL DISTRICT

RELEASE OF LIABILITY AND ASSUMPTION OF RISK FOR USE OF DISTRICT FACILITIES

In consideration of the West Valley Central School District ("the District") permitting me to use the District's facilities location at 5359 School Street West Valley, New York 14171. I _____ ("the Releasor"), on behalf of myself, my heirs

Name

and assigns, and _____ hereby voluntarily release the

Name of Entity or Organization (if applicable)

District, its employees, officers, directors, agents, representatives, coaches and volunteers from any and all claims and causes of action of any nature, including, but not limited, to those based on negligence, arising from, or in any manner incident to such use of the District's facilities, and agree that I will not initiate any legal action in any forum against the District, its employees, officers, directors, agents, representatives, coaches and volunteers in connection with such use of the District's facilities.

I understand that by operation of this document, I agree to assume any and all risks and liabilities that may arise during and /or are associated with my use of the District's facilities.

If the District is made a party to any proceeding, action, or arbitration, on any basis arising out of the Releasor's use of the District's facilities, including but not limited to breach of contract, negligence, strict liability, or tort, by any third party, then the Releasor will indemnify and hold the District harmless for all damages, costs, and expenses in connection with such proceeding, action or arbitration, including attorneys' fees, unless it shall be determined that the District was solely negligent or solely at fault.

By my signature below, I acknowledge that I have read, understand and agree to all the terms contained herein.

Name of Individual/Organization
using District facilities

Signature

Date