



CITY OF PITTSFIELD

Maintenance Department, 81 Hawthorne Avenue, Pittsfield, MA 01201 (413) 499-9476 Office Fax No. (413) 499-5521 E-Mail: build.maint@pittsfieldch.com

Release/ Hold Harmless Agreement

I _____ a representative from _____ does hereby acknowledge that in the course of its use of property owned by the City of Pittsfield, namely **The Controy Pavilion** located at **Lakeway Dr.**, Pittsfield, Massachusetts 01201, for the purpose of _____, on _____, 20_____. (____: ____.) and more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as renter) in any manner whatsoever shall operate at its own risk on said property of the City of Pittsfield.

For and in consideration of the use of **The Controy Pavilion**, _____ does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the City, its agents, servants and employees (hereinafter collectively referred to as the "City"), of and from all debts, demands, actions, and any and all claims or demands whatsoever of any kind for damages or injuries to property or person, which may arise by virtue of use of **The Controy Pavilion**.

_____ further agrees to defend and indemnify and hold harmless the City from and against any claims of any nature whatsoever and the cost and expense, including, but not limited to, attorney fees and legal costs arising out of any claim in connection with its use of **The Controy Pavilion**.

Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the City of Pittsfield.

Signed and Sealed this ____ day of _____, 20____ on behalf of _____ by _____, its _____.

Signed - _____ Phone No. - _____

Name - _____

Address - _____