

**RELEASE AND INDEMNITY AGREEMENT**

The undersigned acknowledges that use of the facilities and equipment owned by the Metropolitan School District of Wayne Township ("Wayne") is a privilege granted by Wayne in its sole discretion and subject to revocation without notice. Such facilities and equipment are made available on an "as is" basis, and Wayne makes no representations as to the suitability or fitness of the facilities or equipment for the uses made by the undersigned. In consideration of the privilege of using the facilities and equipment, the undersigned does hereby release and hold harmless Wayne of and from any injury to person or property which the undersigned may incur during the use of the facilities and equipment, including injury suffered as a result of Wayne's own negligence. The undersigned hereby agrees to compensate Wayne for any damages which the undersigned may cause to the facilities and equipment, and the liability for such reimbursement shall be on a joint and several basis if the undersigned uses the facilities and equipment with other persons. The undersigned agrees to indemnify and hold harmless Wayne from any claims made by third persons arising out of the undersigned's use of the facilities and equipment and such indemnity shall also include attorneys' fees and expenses which Wayne may incur in defending such claims.

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_