

INDEMNIFICATION AND WARRANTY OF THE SIGNATORY

- A. The Licensee identified on this form, and the signatory personally as warrantor and guarantor, hereby indemnify and shall at all times save and hold harmless the Town of Weston, the Recreation Commission and their members, officers, employees and agents, from and against all claims, demands, suits, actions, liabilities, damages, judgments, of or by anyone, and costs and expenses including without limitation the costs and expenses of litigation, for property damage or personal injuries to or death of anyone that in any way is caused by, arises out of, or is occasioned by the use of the buildings or fields owned by the Town of Weston or the Licensee or members, guests or invites of the Licensee or of any of the Licensees contractors, or the agents or employees of any of them, regardless of whether or not it is caused in part by a party indemnified hereunder.
- B. Without limiting the generality of the foregoing, this indemnification shall be construed to protect the Town and the Recreation Commission from any actions, suits, claims, judgments or liability for any bodily injuries or death suffered by the Licensee or any member of the Licensee organization or participants in the use licensed.
- C. The defense or settlement by the Town of Weston and/or the Weston Recreation Commission of any claim, demand, suit, or action against it or any of its members, officers, employees or agents arising in any way out of the subject matter of this license shall not be deemed to be a waiver by the Town of Weston and/or the Weston Recreation Commission of any of its rights against the Licensee and the Signatory under the terms of this license including these paragraphs A, B, C, D & E.
- D. The Signatory for the Licensee hereby personally warrants and guarantees that he or she has the authority to bind the Licensee, each of the members of the Licensee organization, and all participants in the use licensed, jointly and severally to the terms of this License, including these paragraphs A, B, C, D & E.
- E. The Town of Weston and the Weston Recreation Commission expressly reserve the right to require the Licensee or a responsible sponsoring organization to procure, at its own expense, liability insurance that protects the Town of Weston, as additional insured, from any and all of the claims, suits, actions, judgments, and liabilities described, mentioned, or alluded to above, if in the judgment of the Recreation Commission or the Recreation Director, or their delegate, the proposed use or activities poses or presents more than incidental or nominal risk to the Town or the Recreation Commission of liability.