



RELEASE / HOLD HARMLESS AGREEMENT

I, _____ [your name], a representative from _____ [organization name], does hereby acknowledge that in the course of its use of property owned by the City of Pittsfield, namely the Berkshire Athenaeum located at 1 Wendell Avenue, Pittsfield, Massachusetts, for the purpose of _____ [event], on _____ [date] and more particularly by virtue of the presence of its agents, servants, employees and invitees (hereinafter collectively referred to as _____), 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 Berkshire Athenaeum, _____ [organization name] does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the City and Berkshire Athenaeum, their 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 such use of the Berkshire Athenaeum.

_____ [name] further agrees to defend and indemnify and hold harmless the City from and against any claims of any nature whatsoever and the cost arising out of any claim in connection with its use of the Berkshire Athenaeum. Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the City.

Signed this date _____ on behalf of _____ [organization] by _____ [your name], its _____ [title].

Signed: _____

Address: _____

Phone #: _____

Email: _____