TOWNSHIP OF LONG BEACH
WAIVER, RELEASE, AND INDEMNIFICATION

Name: _____ ("Guest")

Guest Address: _____

Guest Email: _____ Phone: _____

Emergency Contact Name: _____ Phone: _____

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1. Acknowledgment of Risks and Assumption of Risk. Guest understands that participation in the Grounds for Sculpture event ("Event") may result in accident, illness, serious injury, claims, and/or disability. Guest acknowledges, understands, and agrees that the Township is not responsible for any injury or property damage relating to and/or arising out of the Event, even if caused by the Township's acts or omissions, negligence, or otherwise. Guest assumes all risk for Guest relating to and/or arising out of the Event.

2. Waiver and Release. Guest waives, releases, and holds harmless the Township and its elected officials, representatives, officers, employees, agents, independent contractors, and any other working on behalf of the Township (collectively "Township") and their successors and assigns to the fullest extent under the law for any injuries, illnesses, damages, and/or claims that may directly or indirectly arise from the Guest's participation in and/or attendance at the Event, Guest's actions and/or omissions, from the acts and/or omissions of other participants in and persons at the Event, and/or the acts and/or omissions of the Township relating to and/or arising out of the Event. Guest waives and releases to the fullest extent under the law any and all present and future claims, known and unknown, seen and unforeseen against the Township relating to and/or arising out of the Event and holds the Township harmless from and release and agree not to sue the Township for any such claims that may be made by Guest for property damage, personal injury, and/or wrongful death relating to and/or arising out of participation in and/or attendance at the Event wherever, whenever, or however the same may occur. Guest's waiver and release above shall apply to Guest and Guest's family, estate, heirs, trustees, executors, administrators, successors, and assigns and the aforesaid provisions shall be construed in a manner that offers the greatest legal protection to the Township.

3. Indemnification. Guest agrees to indemnify, defend, and hold harmless the Township from and against all losses, claims, damages, costs, and/or expenses, including reasonable attorney's fees and costs relating to all litigation, appeals, and post-judgment actions in connection with any action or claim brought or made (or threatened to be brought or made) arising out of and/or relating to Guest's participation in and/or attendance at the Event. Insurance. Guest acknowledges, understands, and agrees that the Township has not arranged and does not carry any insurance of any kind for Guest's benefit or Guest's family, estate, heirs, trustees, executors, administrators, successors, or assigns. Guest is responsible for Guest's own insurance, costs, and expenses relating to and/or arising out of the Event.

7. Construction/Severability. Guest expressly agrees that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey. The Guest agrees that in the event any clause or provision herein shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provision herein, which shall continue to be enforceable.

GUEST SIGNATURE

I, the Guest, certify that I have read this document carefully, I fully understand its contents, and voluntarily agree to its terms. I assert I am of legal age and am freely signing this Agreement. I have read this Agreement and understand that by signing this Agreement I am giving up legal rights and remedies set forth herein.

_____ _____
SIGNATURE Date

_____
PRINT NAME