



EAST NORRITON TOWNSHIP LIABILITY WAIVER AND RELEASE

In consideration for being permitted use and/or occupancy of East Norriton Township's municipal facilities, applicant agrees to the following:

Indemnification

To the fullest extent permitted by law, applicant agrees to defend, indemnify, pay on behalf of, and save harmless East Norriton Township, its elected appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorney fees and all other connected therewith, arising out of or connected to the applicant's use or occupancy of the premises of East Norriton Township.

Waiver of Subrogation

To the fullest extent permitted by law, the applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against East Norriton Township and their elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the applicant's operation on, at or adjacent to any premises of East Norriton Township. Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of East Norriton Township and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The applicant shall advise its insurers of the foregoing and such waiver shall be provided under the applicant's commercial property and liability insurance policies and the applicant's workers compensation insurance policy, if any.

Damage to Property of the Applicant and its Invitees

The applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the East Norriton Township.

Insurance Requirements

Compliance with the terms of this section is:

Required [] Waived []

1. The applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of **East Norriton Township premises commercial general liability insurance or its equivalent with minimum** limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$2,000,000 general aggregate; and
 - \$1,000,000 products/completed operations aggregate.

2. This commercial general liability insurance or its equivalent shall include coverage for all of the following:
 - a. Liability arising from premises and operations;
 - b. Liability arising from products and completed operations;
 - c. Contractual liability including protection for the applicant from bodily injury and property damage claims arising out of liability assumed under this agreement;
 - d. Liability arising from the explosion, collapse, or underground (XCU) hazards;
 - e. Liability arising from athletic or sports participation; and
 - f. Liability arising from bodily injury to spectators.

East Norriton Township and the East Norriton Township's elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insured on this commercial general liability insurance policy as respects applicant's use or occupancy of the premises of the East Norriton Township. Use of ISO form CG 2026, Additional Insured - Designated Person or Organization, or its equivalent is required.

Name _____ Date _____