

**TOWN OF FAIRHAVEN - BOARD OF PUBLIC WORKS
REQUEST TO USE TOWN PROPERTY**



Date of Event: _____ **Time:** _____

Name: _____

Address: _____

City/Town/Zip: _____

Phone #: _____

Email: _____

Location Request: _____

Type of Event: _____

Estimated Number of People Attending : _____

Special Requests - _____

Additional Fee may apply: _____

Fees: \$25.00 non refundable - Check made payable to "Town of Fairhaven"
\$350.00 Security Deposit for Restroom Key - Check made payable to the "Town of Fairhaven" This deposit will be returned in full at the end of your tenancy, provided there are no damages or outstanding issues with the property.

Date Paid: _____ **Receipt #** _____ **Check #** _____

Rules & Regulations: No food or alcoholic beverages are permitted on the premise.

No tents are allowed on premise.

All decorations must be removed when function is completed.

Limited amount of chairs for elderly.

Area must be cleaned when function is completed.

*unless otherwise noted.

*

Approved: _____ **Date:** _____

Not Approved: _____ **Date:** _____

Town of Fairhaven
40 Center Street
Fairhaven MA 02719

**WAIVER OF LIABILITY
RELEASE AND INDEMNIFICATION**

Event Information

Name of Event: _____

Event Location: _____

Event Date(s): _____

Event Host/Coordinator: _____

Release and Indemnity

In consideration of the services of the Town of Fairhaven and my being permitted to use its park(s) and/or facilities to participate in the Event and activity referenced above and any related activities (collectively, the "Event"), I hereby attest that, after reading this Waiver of Liability, Release, and Indemnification completely and carefully, I acknowledge that my participation in the Event is entirely voluntary, and I further understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I acknowledge that the Town of Fairhaven does not guarantee safety. I understand that incidental to my participation in the Event, I may be engaging in activities that involve the risk to me, any individual accompanying me, and to other people of property loss and damage, serious personal injury, illness, permanent disability, dismemberment, and death.

I understand these risks may result from the actions, negligence and failure to act of myself and others (including, but not limited to, other individuals in attendance at the Event) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved that are not known to me or to the Town of Fairhaven, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event. I agree to assume all of the foregoing risks.

I hereby **RELEASE** the Town of Fairhaven, its officers, agents, employees, and assigns from all suits, claims, and demands of any nature whatsoever, which I, my heirs or assigns, or any third party including invitees and others, may ever have including, but not limited to, personal or bodily injury, death, or property damage arising out of, related to, or resulting from, in whole or in part, my participation in the Event.

I agree to **INDEMNIFY AND HOLD HARMLESS** the Town of Fairhaven, its officers, agents, employees, and assigns from all suits, claims, and demands of any nature whatsoever, by any third party including invitees and others, including, but not limited to, suits, claims and demands arising from personal or bodily injury, death, or property damage arising out of, related to, or resulting from, in whole or in part, my participation in the Event.

I HAVE CAREFULLY READ THE ABOVE RELEASE AND INDEMNIFICATION AND UNDERSTAND THE CONTENTS THEREOF AND SIGN THIS RELEASE AND INDEMNIFICATION AS MY OWN FREE ACT.

Participant's Name: _____

Signature: _____ Date: _____

Complete Address: _____