

TOWN OF MONTGOMERY
INDEMNIFICATION AGREEMENT
FOR USE OF COLDEN MANSION RUINS SITE

THIS AGREEMENT made between _____,
residing at _____ in the Town of
_____, individually and on behalf of his/her minor child or children, (the
“Permittee”) and the TOWN OF MONTGOMERY with offices located at located at 110 Bracken
Road, Montgomery, New York 12549 (the “Town”).

WITNESSETH:

WHEREAS, Permittee has applied to the Town for a permission to access the Colden Mansion Ruins Site located on Route 17K in the Town of Montgomery for maintenance and/or on-site work activities, scientific examination, and/or research; and

WHEREAS, as a condition of the Town granting such permission the Town will require the Permittee to agree to accept responsibility for any physical injury and/or property damage arising out of the Permittee’s access to and use of the Colden Mansion Ruins Site.

NOW, THEREFORE, the Permittee agrees with the Town as follows:

1. Permittee agrees to fully indemnify, save, and hold harmless the Town and all of its officers, agents and employees from and against any and all liability of any type whatsoever, including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of or occurring in connection with the Permittee's access to and use of the Colden Mansion Ruins Site.
2. Permittee shall, at its own cost and expense, defend any and all actions or suits which may be brought against the Town or any of its officers, agents or employees or in which the Town or said officers, agents or employees may be impleaded with others upon any such above-mentioned claim. In the event of Permittee’s failure to do so, the Town, at its option without being obliged to do so, may at Permittee’s cost and expense and upon prior written notice to Permittee, defend any and all such suits or actions. Permittee shall satisfy, pay and discharge any and all judgments that may be recovered against the Town or any of its officers, agents or employees in any such suits or actions which may be brought against the Town or any of its officers, agents or employees or in which the Town or any of its officers, agents or employees may be impleaded with others. Permittee shall pay the reasonable cost of any such defense, including but not limited to, the Town’s Attorneys fees.
3. Permittee’s obligations hereunder shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages hereunder.
4. Any minor child accessing the Colden Mansion Ruins Site with the Permittee shall not, and expressly is prohibited hereunder, operate any power, gas or electric tools or equipment for any reason whatsoever.

5. Access to the Colden Mansion Ruins Site is prohibited until such time as this Indemnification Agreement is fully executed and filed in the Office of the Town Clerk.

IN WITNESS WHEREOF, the Permittee has executed this Indemnification Agreement.

Print Name: _____ Date: _____

Email Address: _____ Phone #: _____

STATE OF NEW YORK)

)ss.:

COUNTY OF ORANGE)

On the ____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC