



**TOWN OF BEDFORD / BEDFORD PUBLIC SCHOOLS
Release/Indemnifications Agreement**

Required by all groups using school facilities with the exception of official Town and School Groups and organizations

For and in consideration of being granted a Use of School and Town Facilities Rental Agreement to access and use the

_____ / _____
(Name of Facility) (Name of Applicant)

Referenced as Applicant, here by agrees to release, indemnify and hold harmless the Bedford Public Schools, Town of Bedford and all their past, present and future officers, official agents, servants and employees hereinafter collectively referred to as BPS and or TOB again any and all injury, loss or damage and any and all claims for injury less or damage, of whatever nature, caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation, officers, agents, servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant and collectively referred to as Applicant), at or about the premises.

This agreement indemnifies BPS and TOB from all costs, expenses, and liabilities incurred in connection with any injury, loss, or damage claimed by any third party, and holds BPS harmless from any claim brought by Applicant.

Applicant shall maintain commercial general liability insurance, with respect to the premises and its appurtenances, issued by insurance companies authorized to be business in the Commonwealth of Massachusetts, naming the Town of Bedford and the Bedford Public Schools as additional insured, in any amount not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage. Applicant shall deliver BPS prior to commencing use of the premise the policies of such insurance or certificate's thereof. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to each named insured. Applicant is advised that failure to maintain such commercial liability insurance may result in Applicant being subject to potential liability for claims arising from the use of the premises.

Applicant shall, at its own costs and expense, with counsel approved by BPS, defend any and all suites and actions (just and unjust) brought against BPS and TOB or in which BPS or TOB may be impleaded with others upon any such above-mentioned matter, claim or claims. The applicant agrees that it shall not file any claim, complaint, charge or lawsuit against BPS or TOB for any matter, claim or incident, known or unknown which occurs or arises out of Applicant's use of the premise.

Authorized Signature _____ Title: _____

Date: _____