

The President and Fellows of Middlebury College Herein Known as Middlebury

Facilities Use - General Release and Covenant Not to Sue

This is a release of legal rights. Review this document carefully and make sure you understand it before signing. Please keep a copy for your records.

Name of Contact Person (PRINT): _____

Telephone No.: _____ **Address:** _____

Name of Organization: _____

Name of Event: _____

Date and Time of Event: _____ **Location of Event:** _____

Anticipated Number of Attendees: _____

In consideration of and as a condition of Middlebury's approving the use of its facilities as set forth above, I HEREBY AGREE AS FOLLOWS:

I confirm that I am authorized to enter into this binding General Release on behalf of myself and the Organization listed above. We understand and acknowledge that use of Middlebury's facilities is wholly voluntary. We understand that we are responsible for reviewing and complying with all Middlebury rules and regulations governing the use of the facilities listed above. We understand that Middlebury reserves the right, at its discretion, to withdraw its consent to our use of its facilities in accordance with its policies for non-college events. We further understand that we need to provide proof of general liability insurance coverage for the Event in the amount of One Million Dollars (\$1,000,000.00) in order to reserve the facilities listed above. We understand and acknowledge that while Middlebury may oversee certain aspects of the Event, it does not represent us or act as our agent for purposes of this Event.

Check as appropriate:

No provider of goods or services in connection with this Event is an agent of Middlebury.

Middlebury is providing certain services in connection with this Event.

We hereby agree to release, indemnify and hold harmless Middlebury, its employees and agents, from any and all claims for injuries or losses of any description arising in connection with any aspect of the Event, including but not limited to claims for damage to or loss of property, consequential damages, violation of civil rights, personal injury, or death, that may accrue. We agree to assume all risk of damage to and loss or theft of property and injury or death to any person relating to our use of the facilities or the Event itself. We waive any right we may otherwise have to sue Middlebury for injuries or losses arising from the Event and the use of the Middlebury's facilities, including claims for negligence on the part of Middlebury, its agents or employees.

I HAVE CAREFULLY REVIEWED THIS "GENERAL RELEASE AND COVENANT NOT TO SUE" AND I HEREBY CONFIRM MY UNDERSTANDING OF ITS CONTENTS AND AGREE TO BE BOUND BY ITS TERMS AS A CONDITION OF ALLOWING ME AND THE ABOVE LISTED ORGANIZATION TO USE MIDDLEBURY'S FACILITIES.

I AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER.

Signature: _____ **Date:** _____

Title/Position: _____