

RELEASE AND HOLD HARMLESS AGREEMENT

In consideration for license to enter upon and use the property, including buildings, facilities, pool and grounds owned by the Township of West Orange (the "Premises") on _____ (November 11-November 22, 2019) for Firearms training activities (the "Training") conducted by West Orange Police Department (the "WOPD"), the Township of West Orange (the "Township"):

1. Hereby releases, waives, discharges and covenants not to sue the Township of Livingston for any and all damage and any claim or demands therefore arising from the use of the Premises by members of the WOPD for the Training arising from or out of the negligence of WOPD, its representatives, agents and employees, related to the use of the Premises by WOPD for the Training, subject to the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.) and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).
2. Hereby agrees to hold harmless the Township of Livingston from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other claim asserted whatsoever, arising from or out of the negligence of WOPD, its representatives, agents and employees, related to the use of the Premises by WOPD for the Training, subject to the provisions of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.) and the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).
3. Hereby assumes full and sole responsibility for compliance with any and all local, state or federal laws, ordinances, regulations or rules applicable to the use of the Premises for the purposes described herein.

The undersigned represents and warrants that he or she has full authority to enter into this agreement has entered into this agreement voluntarily after reading and understanding it, and that no other oral representations, statements or inducements apart from the foregoing written agreement have been made.

TOWNSHIP OF WEST ORANGE
WEST ORANGE POLICE DEPARTMENT

By: _____
James Abbott, Police Chief

Date: _____