

RELEASE AND INDEMNITY AGREEMENT

The undersigned acknowledges that use of the facilities and equipment owned by the Bluffton-Harrison Metropolitan School District ("Corporation") is a privilege granted by Corporation in its sole discretion and subject to revocation without notice. Such facilities and equipment are made available on an "as is" basis, and Corporation makes no representations as to the suitability or fitness of the facilities or equipment for the uses made by the undersigned. In consideration of the privilege of using the facilities and equipment, the undersigned does hereby release and hold harmless Corporation of and from any injury to person or property which the undersigned may incur during the use of the facilities and equipment, including injury suffered as a result of Corporation's own negligence. The undersigned hereby agrees to compensate Corporation for any damages which the undersigned may cause to the facilities and equipment, and the liability for such reimbursement obligation shall fully extend to all those involved if the undersigned uses the facilities and equipment with other persons. The undersigned agrees to indemnify and hold harmless Corporation from any claims made by third persons arising out of the undersigned's use of the facilities and equipment and such indemnity shall also include attorneys' fees and expenses which Corporation may incur in defending such claims.

Name: _____

Organization: _____

Signature: _____

Date: _____