

**TOWN OF COLLIERVILLE, TENNESSEE**  
**Waiver, Release and Indemnity**

COME NOW, \_\_\_\_\_ (herein the “**Event Sponsor**”), a \_\_\_\_\_ (state where established) \_\_\_\_\_ (type of entity) (herein the “**Event Sponsor**”) and makes this Waiver, Release and Indemnity as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Event Sponsor desires that the Town of Collierville, Tennessee hereinafter the “**Town**”) allow the Event Sponsor to host that certain Special Event referred to as \_\_\_\_\_ (hereinafter the “**Special Event**”); and

WHEREAS, the Event Sponsor has filed that certain Application with the Town to request that the Town permit such Special Event to occur.

NOW, THEREFORE, in consideration of the premises, the Event Sponsor hereby RELEASES, DISCHARGES and COVENANTS NOT TO SUE the Town of Collierville, including, but not limited to, its employees, elected officials, agents, representatives, volunteers, and other related persons (hereinafter individually and collectively referred to as the “Released Parties”), and each of them individually and collectively, for any and all liability, claims, or expenses, including attorneys fees, for any loss, injury, death, damage or other loss, of whatever nature and howsoever incurred, that may arise out of or in any way be related to the Special Event, including, without limitation, any liability, claim, or expense for personal injuries and/or property damage, resulting from or arising out of any act or omission (whether arising, without limitation, from allegedly negligent, reckless, or intentional conduct) whatsoever of the Released Parties.

The Event Sponsor further agrees to INDEMNIFY the Released Parties and HOLD the Released Parties HARMLESS from and against any and all liability, claims, demands, causes of action and/or expenses, including attorneys fees, (whether arising, without limitation, from allegedly negligent, reckless, or intentional conduct of the Released Parties or otherwise) asserted by any person or entity in connection with or related to the Special Event or the use of Town’s facilities and/or property in connection therewith.

The Event Sponsor hereby states that it fully understands the risks involved in participation in the Special Event and that it has taken and will take all necessary precautions to protect itself and others. The Event Sponsor hereby agrees to ASSUME any and all risks and dangers related to, arising out of, or otherwise involved with its participation in the Special Event and use of the Town’s facilities and/or property. The Event Sponsor further agrees to conform to and comply with all rules and regulations of the Town in connection with the Special Event.

The Event Sponsor hereby represents and warrants to all parties that it has the lawful right to execute this Waiver, Release and Indemnity.

The Event Sponsor hereby acknowledges that it has had the opportunity to review this Waiver, Release and Indemnity and has had the opportunity, whether exercised or not, to have its respective attorney review this Waiver, Release and Indemnity. The Event Sponsor further agrees that this Waiver, Release and Indemnity are intended to be as broad and inclusive as permitted by Tennessee law and that if any portion thereof be held invalid, the balance shall continue in full legal force and effect.

The undersigned individual acting on behalf of the Event Sponsor by executing this Waiver, Release and Indemnity hereby represents and warrants to all parties that he/she has been duly authorized to execute and deliver this Waiver, Release and Indemnity on behalf of the Event Sponsor.

WITNESS THE DUE EXECUTION HEREOF.

**EVENT SPONSOR**

\_\_\_\_\_  
(Name of entity – if applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of person signing this Application, if on behalf of an entity)

\_\_\_\_\_  
(Date Signed)