

PERMITTEE'S INDEMNIFICATION, WAIVER AND RELEASE AGREEMENT

Individual

Permittee _____ in consideration of the City of Oswego "City" allowing Permittee to use certain premises owned by the City identified as _____ ("the Premises"), hereby: 1) agrees to defend, indemnify and hold the City harmless from any claim, of whatever nature, including, but not limited to those for personal injury, property damage and wrongful death, based on, growing from, or related, in any way, to Permittee's use of the Premises or the use of the Premises by Permittee's guests, business invitees or any other person entering the Premises; 2) agrees to waive and generally release any claim, of whatever nature as set forth above, that Permittee may ever have against the City, based on, growing from or related, in any way, to Permittee's use of the Premises; and 3) agrees that the City may revoke the Permittee's permit on 30 days prior written notice to Permittee for breaching this agreement or for any other reason at all.

Dated: _____

Signed: _____

Permittee

STATE OF NEW YORK)

) ss.:

COUNTY OF OSWEGO)

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed he/she same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public/Commissioner of Deeds