

HOLD HARMLESS AGREEMENT
ALCOHOLIC BEVERAGES
PUBLIC FACILITIES

SITE: _____ DATE: _____

In consideration of being allowed to make alcoholic beverages available upon the above described public facilities, I acknowledge that I have or will immediately inspect them for use of alcoholic liquor and that my entry upon the area constitutes an acknowledgment that I have inspected the public area for the express purpose of the use of alcoholic liquor and find it reasonably suited for that purpose. I agree that at any time I find that use to be unsafe I will immediately notify the Pendleton Police Department and immediately leave the public area.

I agree that use of the premises, including use of alcohol therein, shall be in compliance with all applicable laws and regulations, and that I take responsibility for said compliance.

I hereby release, waive, discharge and covenant not to sue the City of Pendleton, its members, officers, employees, and agents or any commission thereof, (all for the purposes herein referred to as "City") from all liability to me for any and all loss or damage, and any claim or demand(s) thereof on account of injury to persons or property of resulting in death whether caused by the negligence of the City or otherwise while I am in or upon the public area described above. I assume full responsibility for any risk of bodily injury, death or property damage while in or upon the public area described above.

I agree to indemnify, save and hold the City, its officers, agents and employees, harmless from any loss, liability, damage or cost that may occur due to the presence of the undersigned in or on the public area described above.

I expressly acknowledge and agree that the consumption of alcoholic liquor may be very dangerous and involve the risk of serious injury and/or death and/or property damage. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon in which the consumption of alcoholic liquor upon a public facility occurs and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, and further represent that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

NAME OF ORGANIZATION: _____

Print Name Here

Sign Name Here

STATE OF OREGON)
County of Umatilla)

Signed or attested before me on _____ by _____.

Notary Public for Oregon