

AGREEMENT FOR OUTDOOR SEATING

**ASSUMPTION OF RISK, WAIVER, INDEMNIFICATION, AND
HOLD HARMLESS AGREEMENT**

For and in consideration of being permitted, pursuant to the rules and conditions of the City, to gain access to and use property owned by the City of Rochelle to use public ways (all collectively the "Property"):

1. I assume all risk associated with the use of such Property, including but not limited to the risk of property damage and/or personal injury, death, damages or loss which I or any of my employees, agents, customers or members of the public who seek to enter or have entered such Property may sustain as a result of my participation in the use of such Property.
2. I agree to waive and relinquish any and all claims I may have arising out of, connected with, or in any way associated with my use of the Property; and also fully release and discharge the City, its officers, elected officials, agents, employees, and representatives from any and all claims for property damage and or personal injury, death, damages or loss which may occur in connection with my use of the Property.
3. I agree to fully and completely defend, indemnify and hold harmless the City, its officers, elected officials, agents, employees, and representatives against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorneys' fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon my use of the Property.
4. I agree to obtain commercially reasonable insurance acceptable to the City for the use of the Property and agree to name the City as an additional insured pursuant to the terms of the Permit.

I am authorized to sign this Agreement as or on behalf of the permit applicant. I have exercised my own judgement in deciding whether to sign this Agreement. My decision to sign this Agreement was not based on or influenced by any declarations or representations of any officer, elected official, agent, employee, or representative of the City. I read, fully understand and agree to the above stated conditions of my use of the Property associated with or related to the permit.

Restaurant: _____
Address: _____
Authorized Signature: _____
Print Name: _____
Date: _____