



## RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I/We, \_\_\_\_\_, seek to rent  
(Renter Name)

\_\_\_\_\_ (hereinafter "Shelter") located at  
(area rented)

\_\_\_\_\_, Smyrna, Rutherford County,  
(name of park)

Tennessee on \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_\_m. until \_\_\_\_\_m.

for the purpose of \_\_\_\_\_. During  
(description of event)

the course of the rental, it is my/our intention to utilize

\_\_\_\_\_ to set up and/or operate an inflatable  
(name of company that owns inflatable)

playground. In consideration of permission to set up and/or operate an inflatable playground on the rented property, I/we agree and acknowledge that the Town of Smyrna, its agents and employees, are not responsible for and are not operating the inflatable playground. I/We agree to not hold the Town of Smyrna and/or its agents or employees liable or responsible for any incident or accident that may occur during the set up, tear down, or use of the inflatable playground. I/We agree to not hold the Town of Smyrna, its agents or employees, liable or responsible for any damages or injury to any person or any property related in any manner to the inflatable playground.

It is the specific intent and purpose of this instrument to release and discharge any and all claims and causes of action of any kind or nature whatsoever, whether known or unknown and whether specifically mentioned or not, which may exist or might be claimed to exist against the Town of Smyrna, its agents and employees, as a result of any action related to or arising from the inflatable playground and its use. The undersigned specifically waives any claim or right to assert any cause of action or alleged cause of action or claim or demand that has been, through oversight or error, intentionally or unintentionally, omitted from this release.

Additionally, in consideration of permission to set up and/or operate an inflatable playground, I/we agree to indemnify and hold harmless the Town of Smyrna, its agents and employees, from and against all claims, suits, damages, costs, losses

and expenses, including reasonable attorney's fees, arising out of or connected with the inflatable playground.

This agreement shall be binding on and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties to it. I/We acknowledge that I/we have read this agreement and understood the terms of the agreement, and I/we further state that I/we are entering into this agreement voluntarily.

\*\*

\_\_\_\_\_  
Signature (owner of inflatable)

Date: \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

\_\_\_\_\_  
Signature (name of renter)

Date: \_\_\_\_\_

Name (Please Print) \_\_\_\_\_

\_\_\_\_\_  
**Mike Moss**  
Town of Smyrna  
Parks & Recreation Director

Date: \_\_\_\_\_

**\*\* Owner of Inflatable should also provide a Certificate of Insurance naming TOWN OF SMYRNA as "Additional Insured".**

Rental permit will not be issued to Renter until all required paperwork is submitted and approved by Smyrna Parks and Recreation.