

Alcoholic Beverage **Release, Indemnification and Waiver Agreement**

This agreement is made by and between the Town of Monroe and _____ ("Participant") in consideration of my permitted use of the following Town of Monroe facility, _____ ("Facility"), the undersigned Participant does hereby agree and acknowledge as follows:

1. The term "Town" shall mean the Town of Monroe, its departments, officers, employees, officials, volunteers and agents;
2. The term "Participant" shall mean any group, organization, family or individual and their officers, employees, officials, volunteers, successors and assigns, invitees and/or guests.
3. The term "Facility" shall mean as designated above, and strictly limited to within the boundaries of the area as designated on the attached Facility Boundary Map.
4. The term "alcoholic beverages" shall mean any beverage containing more than one-half of one percent alcohol by volume, including, without limitation, beer, wine, liquor and malt beverages.
5. The Town prohibits the selling of alcoholic beverages on Town property. No alcoholic beverages can or will be sold nor will any admission fees be charged.
6. The Town prohibits the serving or furnishing of alcoholic beverages on Town property without a proper permit and execution of this Release, Indemnification and Waiver.
7. Participant acknowledges that the service and provision of alcoholic beverages will expose the Participants to certain risks and hazards, including possible personal injury and loss, and property loss.
8. Participant shall follow all rules, regulations and laws and take all precautions to assure the safe consumption of the alcoholic beverages, including refraining from serving minors under the age of 21, prohibiting service to those who appear to be impaired or under the influence and prohibiting those who appear impaired or under the influence from operating a motor vehicle.
9. Participant voluntarily, willingly, and knowingly ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS, known and unknown, in any way associated with the use of the Facility, including, without limitation, any loss, property damage or personal injury, including death, that may be sustained by any Participant, or any loss or damage of property owned by any Participant, as a result of serving, furnishing and or consuming the alcoholic beverages without regard to the cause thereof.
10. The Participant does hereby RELEASE, INDEMNIFY, AND HOLD HARMLESS the Town from and against any claims, demands, actions, liens, liabilities, judgments, and attorney's fees, arising out of or claimed as a result of the Participant's serving, furnishing and or consuming of alcoholic beverages. Participant hereby waives any and all legal rights to pursue any form of legal action against the Town.
11. This Release, Indemnification and Waiver shall be interpreted according to laws of the State of Connecticut. It is to be construed as broadly and inclusively as is permitted by law. If any portion of this document is held invalid, the balance shall continue in full force and effect.
12. Prior to my execution hereof, the Participant acknowledges that the Town has advised me to obtain my own liquor liability policy/endorsement naming the Town as an additional insured to protect the Participant from personal liability which may arise from serving, furnishing and or consuming of alcoholic beverages at the Facility. Furthermore, the Participant acknowledges that the Town has provided the Participant with the opportunity to purchase such a liquor liability policy/endorsement through the Town's insurer, CIRMA, for a one-time fee ("GATHERGUARD coverage").

A copy of my liquor/liability policy/endorsement is attached hereto; OR

I hereby decline to obtain my own liquor/liability policy/endorsement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT THAT I AM NOT ONLY GIVING UP SUBSTANTIAL LEGAL RIGHTS BUT I AM ALSO VOLUNTARILY ASSUMING LEGAL OBLIGATIONS. I HAVE NOT BEEN INDUCED TO SIGN THIS AGREEMENT BY ANY PROMISE OR REPRESENTATION, AND I SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL.

Dated this _____ day of _____, 20 _____.

For the PARTICIPANT:

Signature

Print Name

Print Title

For the TOWN:

Signature

Terrence P. Rooney
First Selectman



GATHERGUARD Special Event Coverage

An exclusive CIRMA member value + coverage enhancement.

OVERVIEW

Special events, whether a wedding reception or a professional seminar, involve considerable coordination and careful planning. But despite these efforts the unexpected may occur—exposing your entity and the host/organizer to potential liability for bodily injury or property damage. CIRMA can help with GatherGuard—a liability insurance program that provides hosts/organizers with convenient, low-cost coverage for special events held at local venues. GatherGuard, available through Intact Insurance, can help mitigate your risks, while providing valuable protections to your entity and to the host/organizer.

WHAT IS GATHERGUARD?

When an individual or organization rents a facility or venue for an event, GatherGuard provides low-cost insurance protections. It protects both the host/organizer and your entity against claims by guests who may be injured as a result of attending the event. It's an easy-to-use, fast method of insuring most types of events including:

- weddings and receptions
- meetings and seminars
- birthday parties
- festival and cultural events
- concerts

HOW IT WORKS

Intact Insurance will work with you to set coverage limits, special additional insured language (if required by your entity; must be approved by Intact Insurance); and contact preferences. You will be able to see predetermined information, options customized to your entity, and the type of event being held.

Hosts/organizers can purchase special event insurance directly at gatherguard.com, Intact Insurance's simple online system. Their support team is available by phone or email to answer questions about GatherGuard or to offer technical assistance to you or the host/organizer.

PROTECTION IN THREE EASY STEPS

1. The host/organizer visits gatherguard.com and answers a few basic questions.
2. Once approved, the host/organizer purchases their insurance coverage online and the coverage is bound.
3. A Certificate of Insurance (COI) is automatically sent via email to your public entity and/or school district's COI contact, the host/organizer and to CIRMA.

It's that easy.

Scan and see
for yourself.



Intact Insurance GatherGuard Special Event Coverage

Limits and Coverage

Limits

Limits up to \$5 Million are available for products/operations, including liability for bodily injury and property damage. The policy will pay those sums that the insured (the host/organizer) becomes legally obligated to pay damages because of the bodily injury or property damage to which this insurance applies.

Coverage includes:

- Premises Operations
- Products/Completed Operations
- Contractual Liability
- Broad Form Property Damage
- Personal Injury Liability
- Third-Party Personal Property
- Limits are Outside Cost of Defense
(Cost of Defense is in addition to the limit of liability for any coverage)
- Liquor Liability*
- The Public Entity and/or School District is an Additional Insured for Each Covered Event

*If there are any charges or fees collected by the host/organizer, or any participating vendor, and alcohol is provided or sold, then we recommend purchasing Liquor Liability Coverage in addition to the General Liability to avoid any potential exclusions applying to the event. If the host/organizer is providing alcohol, but no fees or charges are involved (such as a private party or reception) then the Host Liquor Liability included in the basic coverage will apply, subject to the term and conditions of the policy.

Cancellations

GatherGuard policies can be cancelled for a full refund prior to the policy effective date per the policy terms and conditions. Please contact Intact Insurance or your CIRMA representative for additional information as there are several conditions which must be met for a full refund to be received.

For More Information - Please contact David Villecco at CIRMA: dvillecco@ccm-ct.org -or- 203-498-3053



GatherGuard, available through Intact Insurance, is sponsored by the National League of Cities (NLC) for the benefit of its member state municipal pools and their member cities, towns, counties, school districts, and other special districts.



Your public entity is registered to use the GatherGuard account through HUB International New England.



GatherGuard—a liability insurance program available through Intact Insurance, provides event hosts/organizers with convenient, low-cost coverage for special events. GatherGuard can help mitigate risks, while providing valuable protections to your entity and to the host/organizer.

This material is intended for informational purposes only, and descriptions of insurance coverage are general in nature and are not to be construed as actual policy language.

This material does not amend, extend, or otherwise affect the provisions or coverages of any insurance policy issued by Connecticut Interlocal Risk Management Agency (CIRMA) or placed with a commercial carrier by CIRMA on the behalf of the CIRMA membership, nor is it a representation that coverage does or does not exist. Coverage depends on the facts and circumstances of each claim or loss, all relevant policy provisions and applicable law. Availability of any coverage referenced in this document depends on underwriting qualifications and Connecticut State and Federal regulations.

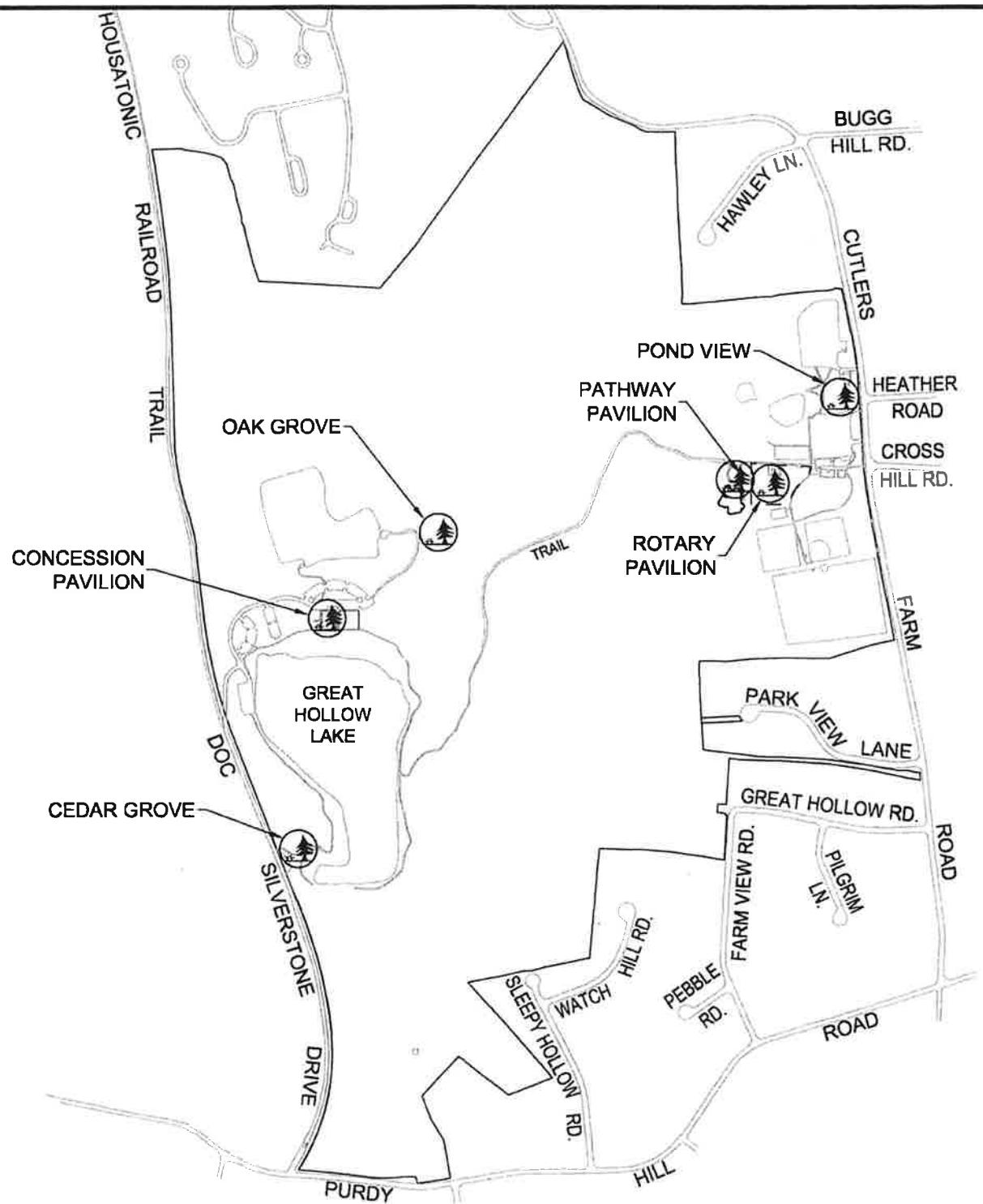
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CIRMA.org

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Connecticut Interlocal Risk Management Agency
545 Long Wharf Drive, 8th Floor, New Haven, CT 06511





WILLIAM E. WOLFE PARK

PICNIC AREAS

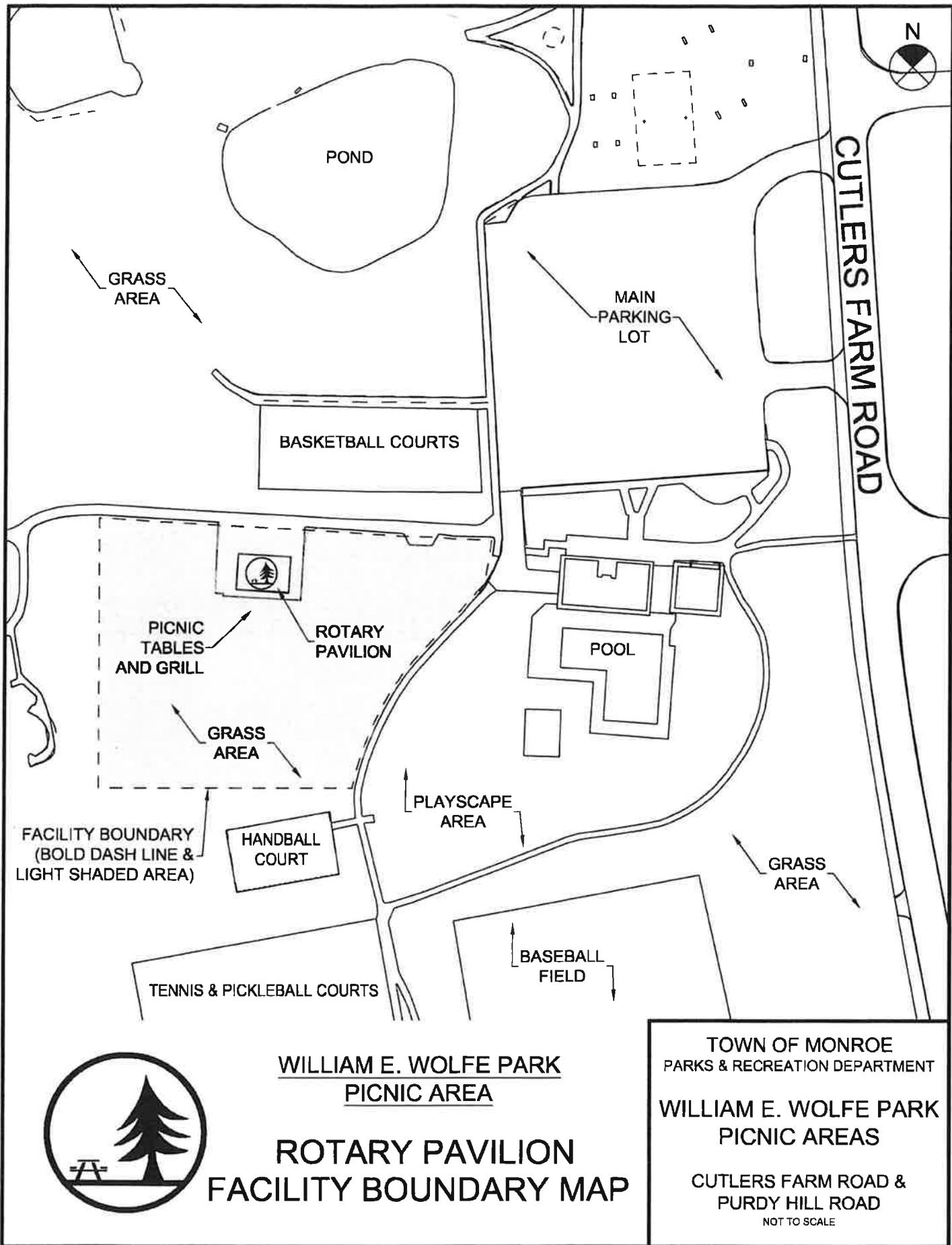
CEDAR GROVE
ROTARY PAVILION
CONCESSION PAVILION
OAK GROVE
POND VIEW
PATHWAY PAVILION

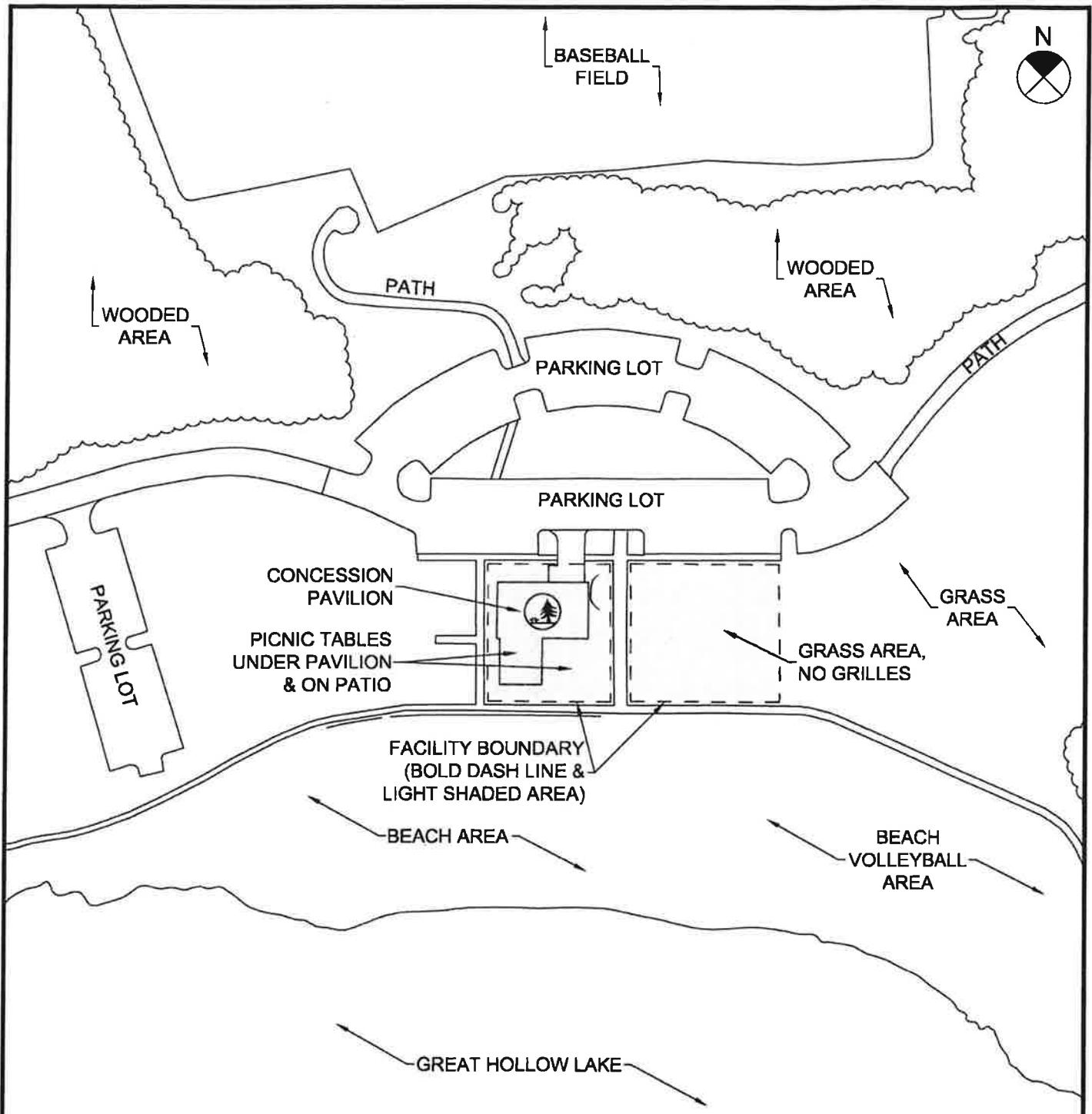


TOWN OF MONROE
PARKS & RECREATION DEPARTMENT

WILLIAM E. WOLFE PARK PICNIC AREAS

CUTLERS FARM ROAD &
PURDY HILL ROAD
NOT TO SCALE

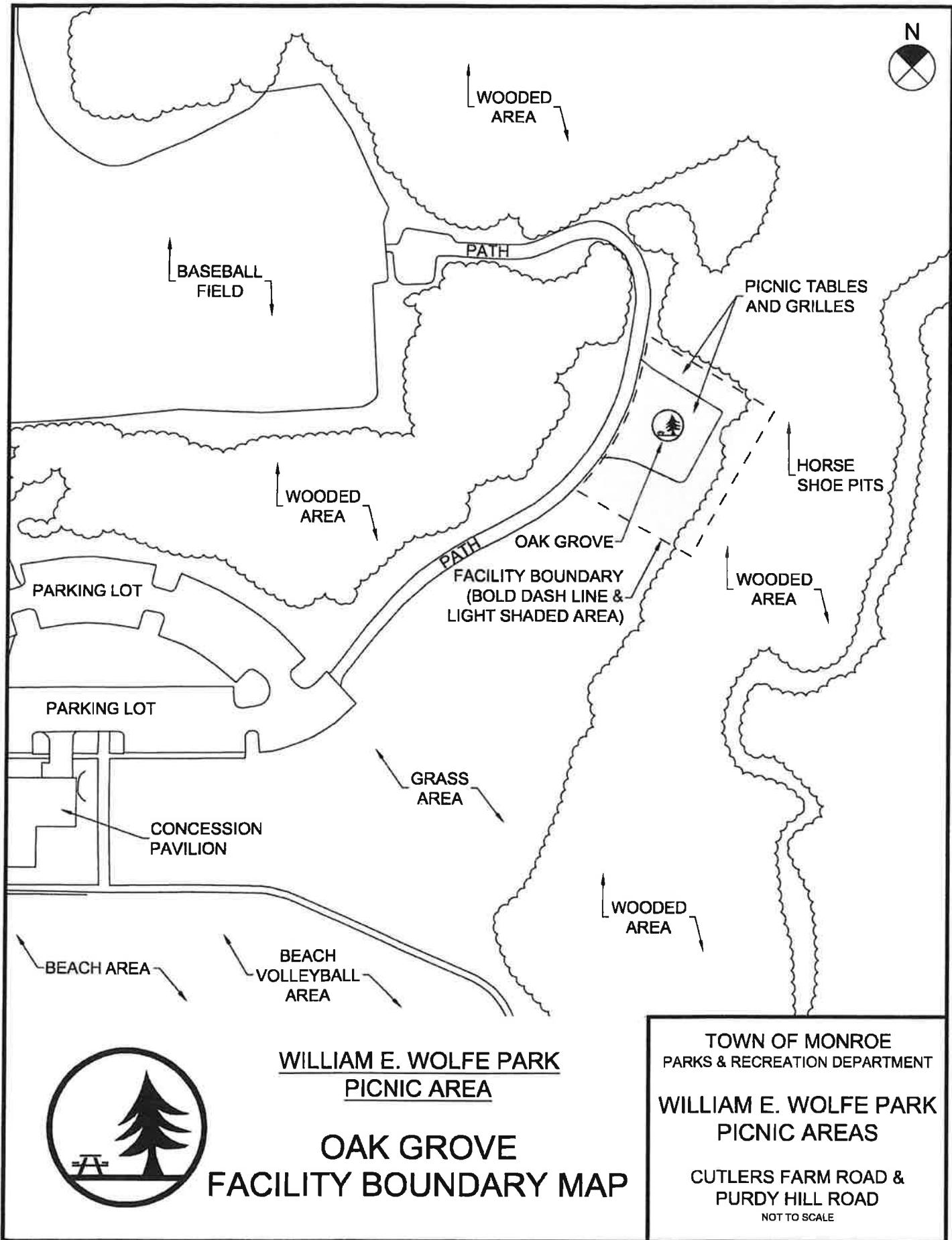


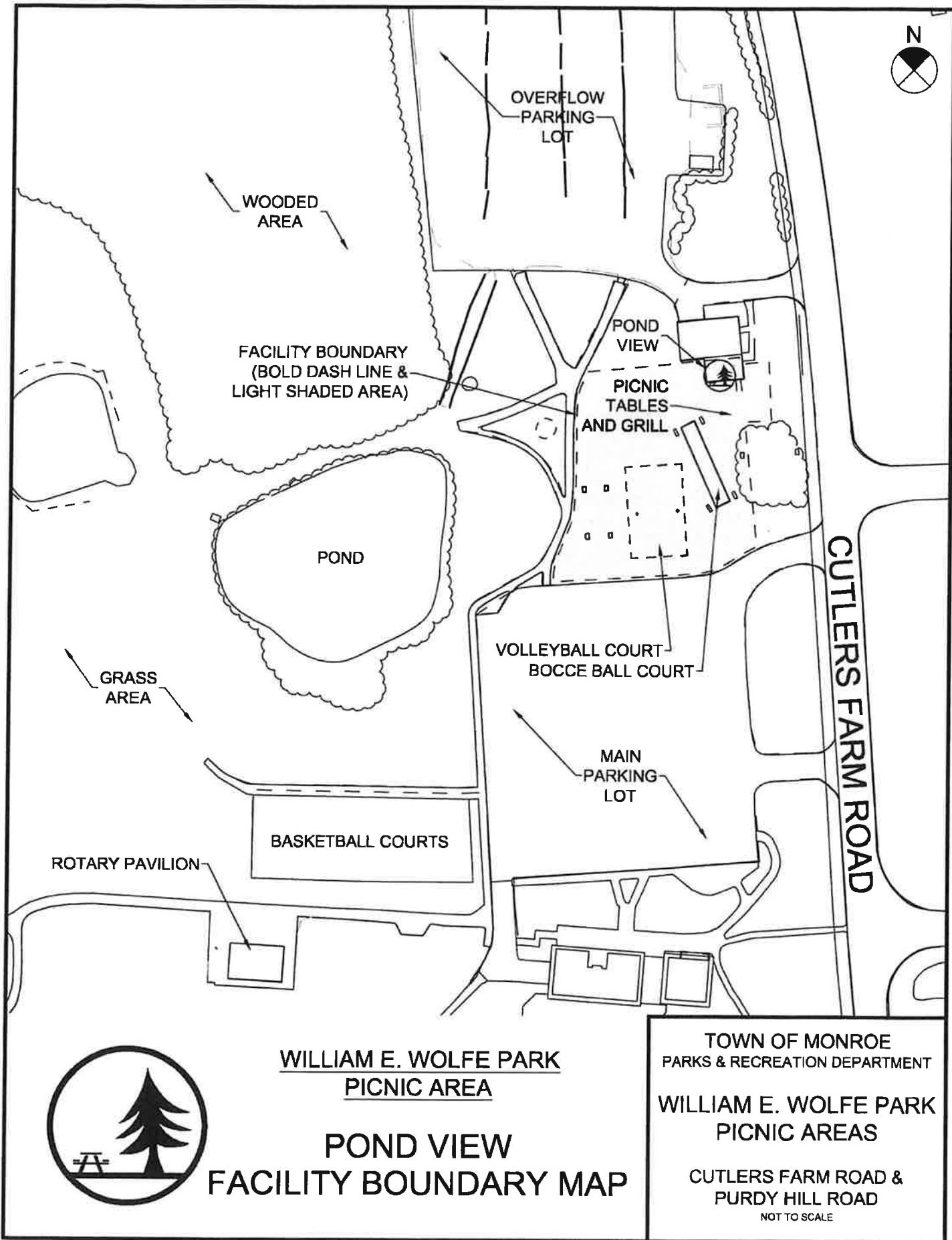


WILLIAM E. WOLFE PARK
PICNIC AREA

**CONCESSION PAVILION
FACILITY BOUNDARY MAP**

TOWN OF MONROE
PARKS & RECREATION DEPARTMENT
**WILLIAM E. WOLFE PARK
PICNIC AREAS**
CUTLERS FARM ROAD &
PURDY HILL ROAD
NOT TO SCALE





WILLIAM E. WOLFE PARK
PICNIC AREA

POND VIEW
FACILITY BOUNDARY MAP



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