

**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 (“TULIP 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:

For the TOWN:

Signature

Signature

Print Name

**Kenneth M. Kellogg
First Selectman**

Print Title

CIRMA

Tenant User Liability Insurance Program

How-To Guide

The **Town of Monroe & Monroe Board of Education** has enrolled in a program which allows you, the “user” of a municipal facility, school, or other local government property, to secure cost effective liability insurance that provides protection for you as well as the governmental entity. The Tenant User Liability Insurance Program (TULIP) is a General Liability Policy written in the name of the tenants and/or users of the local government facility or venue.

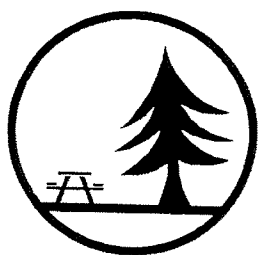
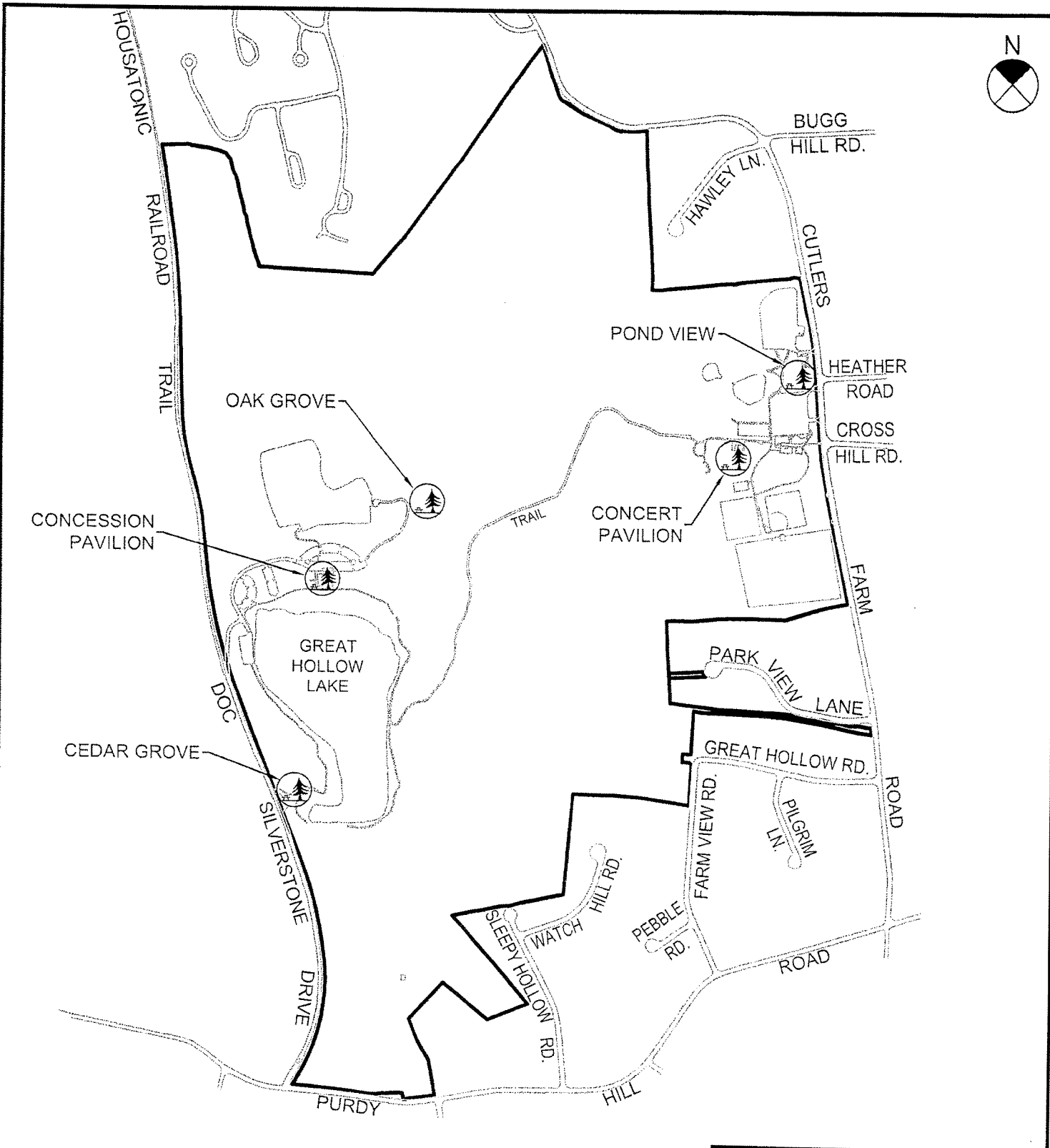
CIRMA is a registered user of the TULIP program through your pool, the National League of Cities (NLC), and HUB International New England via One Beacon Entertainment.

How it works:

1. Log on to www.onebeaconentertainment.com
2. Scroll down to *Planning an Event?* and click **Get a Free Quote**
3. Enter the Entity ID-Code for the **Town of Monroe & Monroe Board of Education: 0501-121**
4. Click Next and Select the Type of “Event” or “Activity” from the drop down window, e.g. wedding or festival. *Please see pull down for list of ineligible activities.*
5. Answer all questions that follow such as:
 - a. Have you held this event before?
 - b. If yes, were there any losses or claims?
 - c. Will there be armed private security at this event or activity? (Off duty police not included)
 - d. Will you require Liquor Liability? *
 - e. Number of attendees

*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 terms and conditions of the policy.
6. There are additional questions if there are going to be concessionaires or exhibitors at the event.
7. Select the Event date or dates on the calendar by clicking on the day of event (if multiple regularly scheduled dates, select all of these).
8. Click Get Quote.
9. If you would now like to proceed and purchase the coverage, please complete the requested *Contact & Credit Card Information*, and coverage is automatically bound.
10. A Certificate of Insurance is issued and sent via email, in your Name or Organization’s Name, with a Certificate automatically sent via email to your local government.

If you experience technical difficulties or have questions about the eligibility or classification of your event, please contact *One Beacon Entertainment* at 1-800-507-8414 (8:30AM – 5:00PM PST).



WILLIAM E. WOLFE PARK

PICNIC AREAS

- CEDAR GROVE
- CONCERT PAVILION
- CONCESSION PAVILION
- OAK GROVE
- POND VIEW

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