



Pursuant to By-Law 2011
**Indemnity Agreement for
 Fireworks Display Permit**

RELEASE AND INDEMNITY

Release, waiver and assumption of risk: I hereby acknowledge that fireworks, including but not limited to the storage, handling, use and discharge of fireworks can be dangerous, exposing anyone involved to various risks and hazards. Some of these risks and hazards are inherent in fireworks themselves and others may result from human error and negligence on the part of fireworks handlers and users, or on the part of organizers of fireworks events and activities.

In consideration of being granted a Fireworks Display Permit by the Town of Essex, **I ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. I hereby forever release and discharge, indemnify and hold harmless The Corporation of the Town of Essex and all of its servants, agents, officers and employees, (hereafter collectively called the "Releasees"), from any and all liabilities, proceedings, claims, and causes of action of any kind whatsoever, including but not limited to all personal and other injuries or damage to property of any kind, and any and all legal fees and legal costs which I or anyone else may suffer or incur, arising out of or connected in any way directly or indirectly to this application for a Fireworks Display Permit, including the storage, handling, use and discharge of fireworks, notwithstanding that such injuries, damages or costs may have been caused solely or partly by the negligence of any of the Releasees;
2. I DECLARE that I know of no physical issue or other reason which should keep me from obtaining or making use of a Fireworks Display Permit, and I understand and agree that I AM SOLELY RESPONSIBLE for any and all injuries, harm or damage to property of any kind that I or others may sustain as a result thereof;
3. I FURTHER acknowledge and agree that this Release and Indemnity limits my rights and those of others to compensation should I or they have any claim or cause of action of any kind against The Corporation of the Town of Essex, and I further understand I have the right to independent advice before signing this agreement;
4. I FURTHER acknowledge and agree that it is in my best interest to have insurance coverage in place with respect to any aspect of this matter;
5. **I HAVE READ AND UNDERSTOOD ALL OF THE ABOVE STATEMENTS, AND IN AFFIXING MY SIGNATURE BELOW I CONFIRM MY CONSENT TO AND AGREEMENT WITH ALL OF THE ABOVE:**

Signature:	Date:
Name (print):	
Telephone:	
Email:	