



Incorporated Village of Port Jefferson

**Agreement to use the
Jill Nees Russell Performance Stage at Harborfront Park**

Rules of Conduct

The Jill Nees Russell Performance Stage at Harborfront Park located in a public park that is frequented by adults and children every day. In order to provide Village residents with equal opportunities to perform upon it, and to maintain a safe and inviting environment for all, the following rules have been put into place:

1. Participants must schedule time to utilize the Performance Stage in advance with Village personnel. A sign-up sheet is maintained in the Port Jefferson Village Center.
2. Performances are limited to thirty (30) minute increments.
3. Performances may not include foul, abusive or obscene language, gestures, costumes, signage, etc.
4. No amplification, microphones or speakers may be used in connection with performances.
5. Neither performers nor associates may collect or solicit money for any performances.

Failure to abide by any of these rules will result in immediate removal from the Performance Stage, and denial of any further applications for such person(s) to perform.

Release, Waiver of Liability, Indemnification and Hold Harmless Agreement

I, _____ hereby release, discharge and covenant not to sue the Incorporated Village of Port Jefferson, its officers, employees, and/or agents (“the Releasees”) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise with respect to my use of the subject Village facilities on account of personal injury, death or property loss to the Inc. Village of Port Jefferson its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Inc. Village of Port Jefferson. I further agree to indemnify, defend, and hold harmless the Inc. Village of Port Jefferson, its officers, employees, and/or agents from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with the aforementioned use.

This Release, Waiver of Liability, Indemnification and Hold Harmless Agreement is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

This Agreement shall continue in full force an effect for each and every time that the Participant utilizes the facility.

Signature

Print Name

Address

Date

Telephone Number