

**GENERAL RELEASE, COVENANT NOT TO SUE
AND HOLD HARMLESS AGREEMENT**

WHEREAS, the Village of Hinsdale, an Illinois Municipal Corporation ("VILLAGE") has agreed to permit the Applicant(s), _____ [print name(s)] ("APPLICANT"), to maintain outdoor seating on VILLAGE owned sidewalk adjacent to the property commonly known as _____ [print address].

NOW, THEREFORE, in exchange for the authority to maintain outdoor seating on VILLAGE property, the APPLICANT agrees as follows:

1. To forever release and discharge the VILLAGE, its officials, agents, employees and attorneys from all debts, claims, demands, damages, actions, or causes of action, which may arising out of the APPLICANT being permitted to maintain outdoor seating on VILLAGE property.

2. To hereby covenant not to sue or otherwise bring any action in law or equity against the VILLAGE, its officials, employees, agents or attorneys for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the APPLICANT may sustain arising out of APPLICANT'S use of VILLAGE property for outdoor seating.

3. To indemnify, hold harmless and defend the VILLAGE, its agents, officials, and employees, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against the VILLAGE as a consequence of APPLICANT'S use of VILLAGE property for outdoor seating.

I/We have read and fully understand that this Agreement is a general release, hold harmless and a covenant not to sue regarding any and all claims we or any others may sustain against the VILLAGE, its officials, agents, employees, and attorneys by reason of my/our being permitted to maintain outdoor seating on VILLAGE property, and I/we fully intend to be bound by the terms of this Agreement and that it shall further bind my/our successors in interest, heirs, administrators, devisees, assigns and personal representatives from and after the date of execution.

Signed this ____ day of _____, 200__.

signature: _____
print name: _____

signature: _____
print name: _____