



This Agreement is made and entered in this, (the "Effective Date"), between 10.06.17 and 10.08.2017,

_____ ("Releaser"), and New York State Olympic Regional

BUSINESS NAME

Development Authority, hereinafter known as ORDA, New York State Department of Environmental Conservation,

hereinafter known as "NYSDEC, State of New York and **BELLEAYRE MOUNTAIN.**

WHEREAS, ORDA or NYSDEC desires to (_____) to Releaser

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WHEREAS, the Releaser desires to use the premises described above for a period of **3 DAYS** beginning **10/6/17**

and ending 10.08.2017 (the "Event Date"); [or similar]

NOW THEREFORE, in consideration of the conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1.) INDEMNIFICATION :

To the fullest extent permitted by law, _____ ("Releaser")

BUSINESS NAME

agrees to Indemnify, Defend and Hold Harmless ORDA, NYSDEC, and the State of New York and all other additional insureds, their parents, subsidiaries, officers, directors, partners, representatives, agents and employees ("Indemnities") from and against any and all claims, suits, liens, judgments, damages, losses and expenses including legal fees and all court costs and liability including any claims arising under Labor Law Sections 200, 240 and/or 241, Industrial Code Rule 23, arising in whole or in part and in any manner from injury and/or death of any person or damage to or loss of any property arising out of or resulting from performance of Releaser's obligations pursuant to this Agreement . Releaser agrees to defend and bear all costs of defending any actions or proceedings brought against Indemnities, arising in whole or in part out of any such obligations. The foregoing indemnity shall include injury or death of any of your employees or any subcontractor's employees and shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any applicable worker compensation, disability benefits or their similar employees benefit act. This indemnification includes but not limited to any claims arising under Labor Law Sections 200, 240 and/or 241, Industrial Code Rule 23 and common law negligence. This indemnity shall survive the termination or cancellation of this Agreement.

2.) GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflicts of laws principles thereof

Signature: _____ Date: _____

Company: _____