

ALCOHOL RELEASE AND INDEMNIFICATION AGREEMENT

AGREEMENT this __ day of _____, 20__ by and between Lehigh University (hereinafter referred to as “Lehigh”), and **Name of Company** (hereinafter referred to as “Indemnitor”).

Lehigh has agreed to provide for Indemnitor’s use a certain room, rooms or facility known as **Names of Rooms/Building**, located upon Lehigh’s campus, for the following purpose or event to be sponsored by, given, held or conducted solely by Indemnitor or its agents or representatives:

Date of Event:	
Location of Event:	
Time of Event:	
Alcohol Service:	
Bartenders:	To be provided through Lehigh Dining Services.

Indemnitor acknowledges and agrees that the above described event is sponsored, given, held and/or conducted solely by Indemnitor and/or its agents or representatives and solely for the benefit and/or purposes of Indemnitor or its assigns and/or designees, guests and members and is not being sponsored by or given, held or conducted by or on behalf of Lehigh or any department or subdivision thereof, nor for any business or purpose of or for any benefit of Lehigh whatsoever; that Lehigh is providing the above described facilities only, and further, that Lehigh is not selling, serving or providing any alcoholic beverages or malt and/or brewed beverages for sale or service for the event, nor any personnel, servers, or assistance of any kind or nature for sale or service of alcoholic and/or malt and/or brewed beverages to or for Indemnitor to be used in conjunction with the said event.

Indemnitor represents and warrants that it has received and read a copy of Lehigh’s University Policy Related to the Serving of Alcoholic Beverages by Outside Hosts, which is incorporated herein by reference. Indemnitor understands its contents and agrees to comply with its requirements.

Indemnitor further represents and warrants that in the event that Indemnitor serves and/or provides alcoholic beverages and/or malt and/or brewed beverages at the event to its guests, members or participants, Indemnitor shall use Lehigh Dining Services for the service and provision of such beverages. The said servers shall provide table service of the aforesaid beverages to Indemnitor’s guests, members or participants by the individual drink and that at no time shall any bottle or carafe or other similar container other than individual glasses be left at any table for self-service by any guest, member or participant. Indemnitor further agrees that its actions with respect to all service or provision of all alcoholic and/or malt and/or brewed beverages shall be in accordance with all applicable laws and as required herein.

Indemnitor, intending to be legally bound hereby, does forever remise, release, and discharge Lehigh University, its agents, officers, directors, trustees, servants, and affiliates, and their respective heirs, executors, administrators, successors and assigns, of and from all, and all manner of, actions, and causes of action, liability, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, which are caused by, arise from, are related to or are the result of, in whole or in part, the above described event or the attendance or participation in the above described event, whether caused by the negligence of Lehigh, its officers, directors, trustees, agents, servants, employees, affiliates or otherwise; Indemnitor agrees and warrants that it will indemnify, save, hold harmless and defend Lehigh University, its agents, officers, directors, trustees, servants, employees and affiliates, and their respective heirs, executors, administrators, successors and assigns, from any and all actions, causes of action, liability, claims and demands whatsoever, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments in law or equity, losses, costs of defense and reasonable attorneys’ fees incurred therein, upon or by reason of any illness, injury, damage or loss which may be sustained by Lehigh or any of Lehigh’s agents, officers, directors, trustees, servants, employees, or affiliates, which are caused by, arise from, are related to or are the result of, in whole or in part, the above described event or the attendance or participation in the above described event from the beginning of the world to the date of these presents; and that Indemnitor shall promptly notify Lehigh in writing via certified mail, return receipt, of any claims, demands, suits, actions or the like within three (3) days from the receipt thereof by Indemnitor.

Indemnitor acknowledges and agrees that it has had the opportunity to have this Release and Indemnification Agreement reviewed by counsel of its own choosing, and that it signs this Release and Indemnification Agreement freely and voluntarily, with full knowledge of its contents.

IN WITNESS WHEREOF, Indemnitor has hereunto set its hand and seal the _____ day of _____, 20___, by its duly authorized officer, intending to be legally bound.

SIGNED AND DELIVERED

In the presence of

Organization: _____

By: _____

Title: _____

Attest: _____

(by Corporate Secretary)

Witness: _____

Catering Indemnification The Wood Company at Lehigh University

Client hereby agrees to assume all risks inherent in the use or consumption of the alcoholic beverages by Client and/or any other person at the invitation or at the service of Client. Client agrees to monitor the consumption and use of alcoholic beverages by its guests and to not serve or allow the consumption of alcoholic beverages by any person who is impaired, intoxicated or under age. Client hereby agrees to defend, indemnify, release and hold, The Wood Company, a wholly owned subsidiary of Sodexo Operations, LLC ("Wood"), its officers, directors, shareholders, agents and employees harmless from any and all claims, liabilities, causes of action and damages arising out of or relating in any way to the use or consumption of alcoholic beverages, whether or not it is claimed or found that any liability resulted in whole or in part from the negligence of Wood or from any other cause. In addition, Client waives all claims for personal injuries, property damage and loss of time or inconvenience arising out of the use or consumption of the beverages. The provisions of this paragraph shall survive the conclusion of the event.

In addition to the foregoing, Wood shall not be responsible for the loss of or damage to Client's or Client's guest's property, which is exhibited, displayed or left on premises under Wood's control, when such losses are the result of or caused by theft, fire, water, or vandalism.

In the event that this indemnification is signed in the name of a corporation, partnership, association, club or society (collectively referred to as "Organization"), the individual signing represents and warrants that he/she has full authority to sign and deliver this indemnification on behalf of such Organization.

Organization: _____

Signature: _____

Title: _____

Signature Date: _____

Witness: _____

Event Title: _____

Event Date: _____