

**RELEASE, INDEMNIFICATION, AND INSURANCE
ACCESS TO BUSH TERMINAL FORM (v1)**

_____ (“Releasor”) has requested the temporary, revocable-at-will, non-exclusive access to the Bush Terminal Campus (the “Terminal”), managed by New York City Economic Development Corporation (“NYCEDC”) on _____, 20__ to inspect eel grass. The access shall be granted between the hours of _____ and _____.

In consideration of the access to the Terminal, Releases agrees as follows:

- i) **Release.** Releasor assumes, accepts, and releases NYCEDC, the City of New York (the “City”) and Apple Industrial Development Corp. (“Apple”) from, all risk and liability for losses, damages, expenses, personal and bodily injuries (including death) and/or property damage to, of and/or from Releasor and Releasor’s agents, officers, officials and employees which arise out of the access to the Terminal.
- ii) **Indemnify.** Releasor agrees to indemnify, defend and hold harmless New York City Economic Development Corporation and the City of New York and Apple and their agents, officers, officials and employees, from any and all liability, actions, judgments, claims, costs, expenses, and/or damages (including, without limitation, attorneys' and other professional fees and expenses) of whatsoever kind or nature, by reason of personal or bodily injuries (including death) or by reason of property damage to another’s property arising out of access to the Terminal.
- iii) **Compliance with Laws.** Releasor shall comply with all Federal, State of New York and City of New York laws, rules, and regulations as well as comply with all the suggestions and directives of the employees and agents of NYCEDC, the City, and/or the Apple (collectively, the “Laws”).

Signature: _____ Date: _____

Print Releasor’s Name: _____ Title: _____

Entity or Organization Name (if applicable): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

E-Mail Address: _____