

AGREEMENT

This Agreement is made this ____ day of _____, 200__ between the Town of LaFayette, 2577 Route 11, LaFayette, New York 13084 (hereinafter "Town") and _____ of _____ (hereinafter "Additional Course Director").

WITNESSETH:

WHEREAS, the Town owns certain land upon which a "Challenge Ropes Course" (hereinafter "Course") has been constructed as a recreational and educational facility; and

WHEREAS, the Course is available to individuals and groups on a restricted basis; and

WHEREAS, due to the nature of the Course and the activities conducted thereon, it is important to the Town that those activities and the Course be monitored and controlled by duly accredited and certified Course Instructors; and

WHEREAS, the Town has no employees qualified to serve in this capacity; and

WHEREAS, the Town entered into a previous agreement in May, 2000 with Sandra Smith, Kevin Corcoran and James Clark to serve as Course Directors and serve in that capacity as qualified, accredited instructors, without compensation and

WHEREAS, _____ of _____ wishes to be added as an Additional Course Director.

NOW, THEREFORE, be it Agreed, as follows:

1. The Additional Course Director herein noted shall serve in that capacity on a volunteer basis, without compensation and shall be acting as an independent contractor and not as an employee of the Town for all purposes, including payment of withholding taxes and all other applicable federal, state or local taxes. The Course Director shall not be covered under the Town's Workers' Compensation policy or any of the Town's employee benefit plans.
2. The Additional Course Director shall assist the existing Course Directors in running the day-to-day activities of the Town of LaFayette Challenge Ropes Course and shall supervise the individuals and groups that use the Course under his direction.
3. The Additional Course Director represents that he/she is a duly accredited and certified ropes course instructor.
4. The Additional Course Director shall be added as an additional insured, for liability purposes, on the liability policy that the Town maintains in connection with this project and the activities at the Course.

Town of LaFayette

by:

Gregory Scammell, Supervisor

**STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:**

On the ____ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

**STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:**

On the ____ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared **Gregory Scammell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC