



DREAM CITY PRIVATE PARTY
ALCOHOL WAIVER INDEMNIFICATION

Birthday Child's Name: _____

_____ ("**Indemnitor's Full Name/Host**"-**Must be the same person who signed the Party Agreement & Regulation**): is delivering this Indemnification as of _____ (**Today's date, MM/DD/YYYY**) to supplement that certain event agreement by and between Indemnitor and Dream City to host an event at Dream City ("Premises"), 108-48 Queens Blvd, Forest Hills, New York on _____ (**Event date, MM/DD/YYYY**) between the hours of _____ (a.m./p.m) and _____ (a.m./p.m). (Such event, the "*Event*" and such agreement, the "*Event Agreement*"; terms not defined herein shall have the meaning given them to them in the Event Agreement).

1. Notwithstanding anything in the Event Agreement to the contrary, Dream City agrees that Host may bring limited quantities of beer and wine (**NO HARD LIQUOR**) into the facility to serve to adult guests during the Event. Indemnitors shall not do or permit any act or thing to be done which may subject Dream City (together with its owners, affiliates, agents, employees, successors, and assigns, the "*Dream City Parties*") to any liability or responsibility for injury, damages to persons or property or to any liability by reason of indemnitors' provision of alcoholic beverages to their guests and shall exercise such control over the Event as to fully protect the Dream City Parties against any such liability. Indemnitors shall indemnify and save the Dream City Parties from and against all alcoholic beverage related to (a) claims of whatever nature arising from the Event against the Dream City Parties, omission or negligence of Indemnitors, its contractors, licensees, agents, servants, employees, invitees or visitors, (b) all claims against the Dream City Parties arising from any Event related accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Event in or about the facility as a result of Indemnitors' provision of alcoholic beverages at the Event, and (c) all Event related claims against the Dream City Parties arising from any accident, injury or damage occurring outside of the Premises, where such accident, injury or damage results or is claimed to have resulted from an act, omission or negligence of Indemnitor or Indemnitor's contractors, licensees, agents, servants, employees, invitees or visitors as a result of Indemnitors' provision of alcoholic beverages to their guests. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding described above, and the defense thereof.

2. This Indemnification shall be in addition to, and not in limitation of, the indemnification and hold harmless provisions contained in the Event Agreement.

3. The Indemnitor represents and warrants that they will continue to maintain in full force and effect general liability insurance in customary amounts with reputable insurer(s) permitted and licensed to do business in the State of New York.

4. The Indemnitor is responsible in ensuring that their guests and invitees conduct themselves in a responsible manner. Dream City reserves the right to remove any person that acts or appears to be visibly intoxicated.

5. If the quantity of alcoholic beverages (brought in by Host, regardless if served or not served) exceeds the **Agreed-Upon Limit** by more than 30%, a Same-Day notification Fee of \$150 will be charged.

6. **Alcoholic Beverages Allowable Limit & Agree-Upon Limit** – Please note, Indemnitor affirms that **NO HARD LIQUOR** will be brought on to the premises and agrees to notify Dream City 48 hours in advance (prior to the event start time) if there are any changes on the Agree-Upon Limit below.

- Type of alcohol allowed: Beer, Hard Seltzers, Wine and Mixed Drinks
- **Agree-Upon Limit** – Please list out the type of Alcohol and Quantity for each type to be provided to the event - Must be completed by the host:

Type of Alcohol (Maximum Quantity)	# of Cans*	# of Bottles*	# of Pitchers*
Beer/Hard Seltzers (Up to 36 cans or 24 bottles)			
Wine (Up to 4 bottles)			
Mixed Drinks** (Up to 2 pitchers)			

**Fill in numbers only for Cases/Bottles/Cans/Pitchers*

***All mixed drinks must be prepared in advance before being brought to Premises.*

7. Host acknowledges they are solely responsible for ensuring compliance with all applicable local, state, or federal alcohol laws, including not serving underage guests.

8. Host acknowledges that an **\$80 alcohol fee** will be added to the final billing and agrees to complete and **sign this Alcohol Indemnification Form** as a condition for bringing alcoholic beverages onto the Premises. **This form must be submitted to Dream City by 5pm on Thursday before your party.**

Dream City reserves the right to refuse alcoholic beverages not listed above and shut down the event if the Host does not comply with terms and conditions listed on this Indemnification Form. This Indemnification shall be governed by the laws of the State of New York. The terms, conditions *and* covenants set forth in this Indemnification shall survive the Event.

Host/Indemnitor:

Print Name _____

Signature _____ Date _____