

HOLD HARMLESS (INDEMNITY) AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into on _____, 20____, by and between _____ ("Indemnifying Party"), with an address at _____, and _____ ("Protected Party"), with an address at _____.

RECITALS

WHEREAS, the parties desire to engage in certain activities, transactions, or business relationships that may involve potential risks, liabilities, or claims; and

WHEREAS, the parties wish to allocate responsibility for such risks and establish clear terms regarding indemnification and liability protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Activities

The Indemnitor will be involved in the following activities ("Activity"):

- [Describe the activity, event, or transaction that the indemnity will apply to].

2. Indemnification and Hold Harmless

Indemnity Obligation: The Indemnitor agrees to indemnify, defend, and hold harmless the Indemnitee, its officers, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, actions, liabilities, damages, losses, costs, judgments, and expenses, including reasonable attorneys' fees, arising from or related to:

- a) Any personal injury, death, or property damage caused directly or indirectly by the Indemnitor's actions, inactions, or negligence during or in relation to the Activity.
- b) Any breach of any representation, warranty, or covenant made by the Indemnitor in this Agreement.
- c) Any violation of local, state, or federal law committed by the Indemnitor in connection with the Activity.

Scope of Hold Harmless: The Indemnitor acknowledges and agrees to hold harmless the Indemnitee from any claims or damages arising from the Activity, including those claims asserted by third parties.

3. Assumption of Risk

The Indemnitor acknowledges and understands that engaging in the Activity involves certain inherent risks, which may include, but are not limited to, [list specific risks]. The Indemnitor voluntarily assumes full responsibility for any and all risks, damages, or injuries that may arise during the Activity and agrees to undertake the Activity at their own risk.

4. Insurance Requirements

The Indemnitor shall maintain the following insurance coverage at all times during the term of this Agreement:

- a) General Liability Insurance with a minimum coverage of \$[amount].
- b) Worker's Compensation Insurance as required by applicable law.
- c) Any other relevant insurance necessary to cover risks associated with the Activity.

The Indemnitor shall provide proof of such insurance to the Indemnitee upon request.

5. Notification of Claims

In the event that the Indemnitee becomes aware of any claim or action for which indemnification is sought under this Agreement, the Indemnitee agrees to notify the Indemnitor promptly. The notification shall include the nature of the claim, any damages or losses sustained, and the identity of any parties involved.

6. Legal Defense and Control of Litigation

The Indemnitor shall have the right to defend, settle, or compromise any claim for which indemnification is provided under this Agreement. However, the Indemnitee shall have the right to approve the legal representation, settlement, or compromise of such claims, which approval shall not be unreasonably withheld.

7. No Waiver of Liability

Nothing in this Agreement shall be construed as a waiver of any liability that the Indemnitee may have under the law. The Parties acknowledge that nothing in this Agreement limits or excludes any liabilities that cannot be excluded by law.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of [State], without regard to its conflict of laws principles. The Parties agree to submit to the jurisdiction of the courts located within [County, State] for any disputes arising out of or related to this Agreement.

9. Dispute Resolution

In the event of a dispute or controversy arising from or relating to this Agreement, the Parties agree to attempt to resolve the matter through informal discussions. If such discussions fail, the Parties agree to submit the dispute to binding arbitration under the rules of the [Arbitration Organization], to take place in [City, State].

10. Termination

Either Party may terminate this Agreement at any time upon written notice to the other Party. However, such termination shall not affect any indemnification obligations incurred prior to the date of termination. In the event of termination, the Indemnitor shall continue to be liable for any claims, actions, or damages arising from the Activity that occurred prior to termination.

11. Severability

If any provision of this Agreement is determined to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced with a valid, enforceable provision that reflects the intent of the original provision.

12. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous discussions, agreements, and understandings, whether written or oral, regarding such subject matter.

13. Amendment

This Agreement may be amended or modified only by a written instrument executed by both Parties.

14. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, agents, and affiliates.

15. Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure is caused by events beyond their reasonable control, including but not limited to acts of God, war, civil unrest, or other unforeseen circumstances.

IN WITNESS WHEREOF, the Parties have executed this Hold Harmless and Indemnity Agreement as of the date first above written.

Signature of Indemnitor

Name: _____

Title (if applicable): _____

Signature of Indemnatee

Name: _____

Title (if applicable): _____