

HOLD HARMLESS FORMS

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT “HIGH RISK ACTIVITY”

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Calanywhere School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

Name (Print)

Signature

Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(To make mutual agreements, interchange names and rewrite)

Applicant agrees to defend, indemnify and hold harmless the Calanywhere School District, its Board of Trustees, Officers, Employees and Agents from any and all losses or injuries arising from, or allegedly arising from, the negligence of the Applicant, its Employees and/or Agents while _____(activity)_____

Name (Print)

Signature

Date

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(For low risk situations)

The undersigned agrees to defend, indemnify and hold harmless the (District) , its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's (use/occupancy of District's facilities, furniture or equipment, or nature of activity) . The undersigned further agrees to provide a Certificate of Insurance for liability coverages and limits acceptable to the District.

Signature

Date

Title