

State of _____

HOLD HARMLESS (INDEMNITY) AGREEMENT

This Hold Harmless (Indemnity) Agreement (the "Agreement") is entered into on this _____ day of _____, 20____ (the "Effective Date") by and among/between:

Indemnitor(s): _____, located at _____
 _____ [Address] (individually and collectively, "Indemnitor"), and

Indemnitee(s): _____, (individually and collectively, "Indemnitee").

Indemnitor shall include all of their respective (Check all that apply) ☐ owners ☐ directors
☐ officers ☐ employees ☐ agents ☐ contractors ☐ subcontractors ☐ representatives
☐ invitees ☐ volunteers ☐ other: _____ as applicable.

Indemnitee shall include all of their respective (Check all that apply) ☐ owners ☐ directors
☐ officers ☐ employees ☐ agents ☐ contractors ☐ subcontractors ☐ representatives
☐ invitees ☐ volunteers ☐ other: _____ as applicable.

Indemnitor and Indemnitee may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, the Indemnitor has consented to _____
 _____ [Description of the activity/event
 leading to indemnity] (☐ in alignment with the _____ [Title of the agreement
 related to the activity/event]) dated _____ (referred to as the "Activity").

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnitee agree as follows:

1. Indemnification. As allowed by law, the Indemnitor agrees to indemnify, defend, and protect the Indemnitee from all claims, actions, liabilities, lawsuits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs, and expenses, including attorney's fees and other related costs (collectively referred to as a "Claim"), that arise from or are connected to: (Select one)

- ☐ (All Acts) The Activity.
- ☐ (All Acts, excluding those by third parties) Any actions or omissions by the Indemnitee or Indemnitor related to the execution of the Activity.
- ☐ (Only Actions by the Protecting Party) Any actions or omissions by the Indemnitor in relation to the execution of the Activity.

Indemnity Limits (Please select one)

- ☐ Indemnity is restricted to personal injury, loss of life, or property damage.
- ☐ Indemnity is NOT restricted to personal injury, loss of life, or property damage.

2. Exceptions. The obligation of the Indemnitor to indemnify, defend, and hold harmless the Indemnitee does not apply to any Claim that results from the sole negligence or intentional misconduct of the Indemnitee. Additionally, the Indemnitor is not required to indemnify the Indemnitee for any Claim if the Indemnitee has already received reimbursement for that Claim through an insurance policy.

Cap on Indemnity Amount (Check one)

- ☐ In no event shall any individual Claim or combined cumulative total of all Claims exceed \$_____.
- ☐ There is NO cap on total indemnity amount.

3. Notice of Claim. The Indemnitee is required to inform the Indemnitor of any Claim within _____ business days of becoming aware of it. This notice should include a detailed description of the Claim and the grounds for indemnification as outlined in this Agreement.

4. Duty to Defend. If any Claim arises against the Indemnitee within the scope of this Agreement, the Indemnitor has the right to take over the defense of that Claim. Should the Indemnitor choose not to assume this defense, the Indemnitee is entitled to defend itself and seek reimbursement from the Indemnitor. If the Indemnitor does take over the defense, it cannot settle any Claim without obtaining prior written consent from the Indemnitee, which consent shall not be unreasonably withheld. Conversely, if the Indemnitee decides to handle its own defense, it may not settle any Claim without prior written consent from the Indemnitor, which consent shall also not be unreasonably withheld. ritten consent of Indemnitor, which consent shall not be unreasonably withheld.

5. Mutual Representations. The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.

6. Amendments. This Agreement may be amended or modified only by written agreement signed by all Parties.

7. Notices. Any notice or communication intended for a Party under this Agreement must be in writing and can be delivered by hand, sent via overnight courier service, or dispatched through certified or registered mail with a return receipt requested. This should be directed to the address mentioned above or to any other address that the Party may later specify through notice. Such communication will be considered effective on the date it is delivered.

8. Joint and Several Liability. The obligation of each Indemnitor under this Agreement will be joint and several.

9. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of _____, not including its conflicts of law provisions.

10. Disputes. Any dispute arising from this Agreement shall be resolved through:

- ☐ Court litigation. Disputes shall be resolved in the courts of the State of _____.
 - ☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
- ☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- ☐ Mediation.
- ☐ Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

11. No Waiver. No Party will be considered to have waived any part of this Agreement or the rights associated with it unless the waiver is clearly stated in writing. A Party's waiver of a breach or violation of any provision within this Agreement does not imply a waiver of any future breaches or violations.

12. Assignment. No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

14. Severability. Should any provision of this Agreement be deemed invalid, illegal, or unenforceable, either in whole or in part, the other provisions will remain unaffected and will continue to be valid, legal, and enforceable as if the invalid, illegal, or unenforceable portions had never been part of this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

16. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

17. Entire Agreement. This Agreement encompasses the full understanding between the Parties and replaces all previous agreements, whether spoken or written, pertaining to the subject matter.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the first date written above.

SIGNATURES

Indemnitor Signature	Indemnitor Full Name
Indemnitor Signature	Indemnitor Full Name
Indemnatee Signature	Indemnatee Full Name
Indemnatee Signature	Indemnatee Full Name