

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement ("Agreement") is entered into on _____ [Date] by and between _____ [Name of Indemnifying Party], located at _____ [Address of Indemnifying Party], ("Indemnifying Party") and _____ [Name of Indemnified Party], located at _____ [Address of Indemnified Party], ("Indemnified Party").

WHEREAS, the Indemnifying Party desires to engage in or participate in the following activity/event/service: _____ [Describe the activity/event/service], and

WHEREAS, the Indemnified Party has agreed to allow such participation, use of premises, services, or equipment, subject to the terms of this Agreement,

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

1. Hold Harmless and Indemnification

The Indemnifying Party agrees to indemnify, defend, and hold harmless the Indemnified Party from and against any and all claims, liabilities, losses, damages, demands, lawsuits, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- (a) The participation of the Indemnifying Party in the activity/event/service described above;
- (b) Any act or omission by the Indemnifying Party in connection with the activity or the use of any property or equipment;
- (c) Any injury (including death) or property damage caused in whole or in part by the Indemnifying Party.

2. Assumption of Risk

The Indemnifying Party acknowledges and accepts all risks associated with the activity/event/service and voluntarily assumes full responsibility for any injuries or damages that may occur as a result of participation.

3. No Waiver of Legal Rights

This Agreement is not intended to waive or limit any rights or defenses the Indemnified Party may have under applicable law, nor does it waive any insurance coverage that may be available.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and, where applicable, the laws of the state in which the activity/event/service takes place.

5. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. Entire Agreement

This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral.

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

Signed by:

Signature of Indemnifying Party
_____ [Printed Name of Indemnifying Party]
Date: _____ [Date of Signature]

Signature of Indemnified Party
_____ [Printed Name of Indemnified Party]
Date: _____ [Date of Signature]

This sample Hold Harmless Agreement is for general guidance only and does not constitute legal advice. Consult a qualified attorney to ensure it suits your specific situation and complies with applicable laws.