HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (referred to as the "Agreement") becomes effective on [Insert Date] between [Insert name of the party seeking protection from liability], residing at [Insert Address], and [Insert name of the party providing protection from liability], residing at [Insert Address]. Both parties may be individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, [Insert name of the party seeking protection from liability] aims to protect [Insert name of the party providing protection from liability] from any legal claims or disputes arising from [Describe the specific activity or transaction].

NOW, THEREFORE, in consideration of the mutual covenants and conditions outlined herein, the Parties agree as follows:

TERMS

1. HOLD HARMLESS.

[Insert name of the party providing protection from liability] agrees to fully defend, indemnify, and hold harmless [Insert name of the party seeking protection from liability] from any and all claims, lawsuits, liabilities, damages, injuries, demands, losses, settlements, judgments, fines, penalties, costs, and expenses (including attorney's fees and other related expenses) arising from any acts, omissions, negligence, or willful misconduct of [Insert name of the party providing protection from liability], its officers, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification includes the payment of any penalties, fines, judgments, awards, decrees, and any legal fees, expenses, or costs incurred by [Insert name of the party seeking protection from liability].

1. AUTHORITY TO ENTER AGREEMENT.

Each Party affirms that the individuals signing this Agreement possess the legal power, right, and authority to execute this Agreement and bind their respective Parties.

1. AMENDMENT; MODIFICATION.

No changes, modifications, or amendments to this Agreement shall be valid unless made in writing and signed by both Parties.

1. WAIVER.

No waiver of any default shall be deemed a waiver of any other default or breach, whether of the same provision or otherwise. Any waivers or acts of leniency performed by one Party shall not grant the other Party any contractual rights, whether through custom, estoppel, or otherwise.

1. ATTORNEYS' FEES AND COSTS.

In the event of any legal action or proceeding arising from this Agreement, the prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief granted by the court or trier of fact.

1. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter discussed herein and supersedes any previous oral or written statements or agreements pertaining to such matters.

1. ENFORCEABILITY, SEVERABILITY, AND REFORMATION.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable. If a court determines that a provision can be limited to make it valid and enforceable, it shall be interpreted and enforced accordingly. The Parties intend to provide the broadest possible indemnification under [Insert State] law. In case any aspect of this Agreement is deemed unenforceable, the court may modify it to ensure the broadest interpretation allowed by [Insert State] law.

1. APPLICABLE LAW.

This Agreement shall be governed by the laws of [Insert State], without regard to conflict of law provisions.

1. EXCLUSIVE VENUE AND JURISDICTION.

Any legal proceedings related to this Agreement shall be exclusively conducted in the federal and state courts of [Insert State]. Each Party consents and submits to this exclusive jurisdiction and venue, waiving any objections based on improper or inconvenient jurisdiction. Any lawsuit brought by either Party in any other jurisdiction or venue shall be dismissed.

1. SIGNATURES.

This Agreement is executed on behalf of [Insert name of the party seeking protection from liability]by [Insert Name], and on behalf of [Insert name of the party providing protection from liability] by [Insert Name], and is effective as of the date first written above.

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| --- | --- | --- |
| [Name] |  | [Date] |
| Insert name of the party seeking protection from liability |  | Date |

|  |  |  |
| --- | --- | --- |
| [Name] |  | [Date] |
| Insert name of the party providing protection from liability |  | Date |