**HOLD HARMLESS (INDEMNITY) AGREEMENT**

This Hold Harmless (Indemnity) Agreement (this “Agreement”) is made as of this [Day] day of [Date] (the “Effective Date”) by and among/between:

**Indemnitor(s):** [Indemnitor Name] located at [Address] (individually and collectively, “Indemnitor”), and

**Indemnitee(s):** [Indemnitee Name], (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: [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: [Other] as applicable.

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

**WHEREAS,**Indemnitor has agreed to [Description] [Description of activity/event giving rise to indemnity] (  in accordance with the [Agreement Title] [Agreement title related to activity/event]) dated [Date] (the “Activity”).

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

1. **INDEMNIFICATION.**

Indemnitor agrees to protect, defend, and release Indemnitee from any and all legal claims, lawsuits, liabilities, obligations, losses, damages, costs, and expenses, including attorney's fees, arising from or connected to: (Choose one)

(All acts) The Activity.

(All acts, except those by third parties) Any act or omission by Indemnitee or Indemnitor in connection with the performance of the Activity.

(Only acts by the protecting party) Any act or omission by the Indemnitor in connection with the performance of the Activity.

Indemnity Limits (Check one)

Indemnity is limited to only personal injury, loss of life or property damage.

Indemnity is NOT limited to only personal injury, loss of life or property damage.

1. **EXCEPTIONS.**

Indemnitor's responsibility to indemnify, defend, and protect Indemnitee does not cover any claims that arise solely due to the negligent or intentional actions of Indemnitee. Indemnitor is not required to indemnify Indemnitee for any claims to the extent that Indemnitee has already received reimbursement for such claims 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 $[Amount].

There is NO cap on total indemnity amount.

1. **NOTICE OF CLAIM**.

Indemnitee is required to promptly notify Indemnitor of any claim within [#] business days upon becoming aware of the claim. The notice should include comprehensive information about the claim and the reasons for seeking indemnification under this Agreement.

1. **DUTY TO DEFEND.**

If a claim falls within the scope of this Agreement, Indemnitor has the option to take over the defense of the claim. However, if Indemnitor chooses not to handle the defense, Indemnitee may proceed with its own defense and seek reimbursement from Indemnitor. In the event that Indemnitor assumes the defense, Indemnitor must obtain prior written consent from Indemnitee before settling any claim, and such consent cannot be unreasonably withheld. Similarly, if Indemnitee pursues its own defense, it must obtain prior written consent from Indemnitor before settling any claim, and such consent cannot be unreasonably withheld.

1. **MUTUAL REPRESENTATIONS.**

The Parties affirm and guarantee that they possess proper authorization and the necessary power and authority to execute and deliver this Agreement. They further acknowledge that this Agreement constitutes a legally valid and enforceable obligation between the Parties.

1. **AMENDMENTS.**

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

1. **NOTICES.**

Any communication or notice provided to a Party under this Agreement must be in written form and delivered by hand, sent through an overnight courier service, or sent by certified or registered mail with a return receipt requested. The communication should be directed to the address specified above or to any other address that the Party may later designate through proper notice. The communication will be considered delivered on the date of actual delivery.

1. **JOINT AND SEVERAL LIABILITY.**

The obligation of each Indemnitor under this Agreement will be joint and several.

1. **GOVERNING LAW.**

The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of [State Name], not including its conflicts of law provisions.

1. **DISPUTES.**

Any dispute arising from this Agreement shall be resolved through:

Court litigation. Disputes shall be resolved in the courts of the State of [State Name].

If either Party initiates legal proceedings to enforce their rights under this Agreement, the Party that prevails in such action shall have the right to recover its expenses, including reasonable attorneys' fees and costs, incurred in relation to the legal proceedings and any subsequent appeals..

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Mediation.

In the event of a dispute that cannot be resolved through mediation, the Parties agree to proceed with binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association..

1. **NO WAIVER.**

No Party's failure to enforce any provision of this Agreement or exercise their rights under this Agreement shall be considered a waiver unless explicitly stated in writing. The waiver of a breach or violation of any provision of this Agreement by a Party shall not be deemed as a waiver of any subsequent breach or violation.

1. **ASSIGNMENT.**

Neither Party can transfer or assign their rights or responsibilities under this Agreement without obtaining the prior written consent of the other Party.

1. **SUCCESSORS AND ASSIGNS**.

This Agreement shall be binding on and advantageous to the Parties and their respective legal representatives, heirs, administrators, executors, successors, and authorized assigns.

1. **SEVERABILITY.**

If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain unaffected and continue to be valid, legal, and enforceable as if the invalid, illegal, or unenforceable part had not been included in this Agreement.

1. **COUNTERPARTS.**

This Agreement can be signed in multiple copies, and each copy will be considered an original. All the copies together will form a single and unified document.

1. **HEADINGS.**

The section headings included in this Agreement are provided for convenience and reference purposes only. They do not alter or impact the meaning, construction, or interpretation of any provision within this Agreement.

1. **ENTIRE AGREEMENT.**

This Agreement represents the complete agreement between the Parties and replaces and invalidates all previous agreements, whether written or verbal, relating to the subject matter discussed herein.

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

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
| [Signature] |  | [Date] |
| **Indemnitor Signature** |  | **Date** |

[Name]

|  |
| --- |
| **Indemnitor Name** |

|  |  |  |
| --- | --- | --- |
| [Signature] |  | [Date] |
| **Indemnitor Signature** |  | **Date** |

[Name]

|  |
| --- |
| **Indemnitor Name** |

|  |  |  |
| --- | --- | --- |
| [Signature] |  | [Date] |
| **Indemnitee Signature** |  | **Date** |

[Name]

|  |  |  |
| --- | --- | --- |
| **Indemnitee Name** | | |
| [Signature] |  | [Date] |
| **Indemnitee Signature** |  | **Date** |

[Name]

|  |
| --- |
| **Indemnitee Name** |