State of [Insert State]

**HOLD HARMLESS (INDEMNITY) AGREEMENT**

**Background**

This Hold Harmless (Indemnity) Agreement (referred to as the "Agreement") is made effective as of [Insert Date] (referred to as the "Commencement Date").

The Agreement is entered into by and between:

**a.** [Insert Indemnitor Details] (referred to as "Indemnitor" or collectively as "Indemnitors")

**b.** [Insert Indemnitee Details] (referred to as "Indemnitee" or collectively as "Indemnitees")

Both parties shall be collectively referred to as the "Parties."

WHEREAS, the Indemnitor has agreed to engage in [Insert Description Of Business/Activity] as per the [Insert Agreement Related To The Activity] dated [Insert Date Of Agreement] (referred to as the "Activity").

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and with the intent to be legally bound, the Indemnitor and Indemnitee agree to the following terms:

**INDEMNIFICATION**

1. The Indemnitor agrees to indemnify, defend, and hold harmless the Indemnitee to the fullest extent permitted by law, against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal costs on a full indemnity basis) incurred by the Indemnitee arising out of or in connection with:

a. All acts or omissions of the Parties related to the Activity; or

b. The enforcement of this Agreement.

1. The Indemnitor's duty to indemnify the Indemnitee is limited to personal injury, death, and property damage.
2. This Agreement does not restrict or limit the Parties' general obligation at law to mitigate any loss they may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

**EXCLUSIONS**

1. This indemnity does not apply to claims arising due to the negligence or willful misconduct of the Indemnitee.
2. If the Indemnitee has already been compensated for a claim under an insurance policy, the Indemnitor is not obligated to indemnify them.

**LIMITATION OF LIABILITY**

1. The total liability of the Indemnitor for any individual or combined claim shall not exceed $[Insert Liability Cap]. OR The Indemnitor's liability under this Agreement is unlimited.

**NOTICES**

1. Any notice given to a party under or in connection with this Agreement shall be in writing and delivered by hand or sent by pre-paid first-class post, recorded delivery, or special delivery to the respective party's address.
2. The Indemnitee must notify the Indemnitor, in accordance with clause 7, of any claim within [Insert Days] business days of becoming aware of such claim.
3. Notices must describe the nature and details of the claim, as well as the basis for indemnification under this Agreement.

**DUTY TO DEFEND**

1. The Indemnitor reserves the right to defend any claim brought against them by the Indemnitee relating to this Agreement.
2. The Indemnitee shall defend, at the expense of the Indemnitor, any defense raised by the Indemnitor in respect of such claim.
3. If the Indemnitor assumes the defense of the claim, it cannot be settled without the written consent of the Indemnitee, which shall not be unreasonably delayed or withheld.
4. If the Indemnitee assumes the defense of the claim, it cannot be settled without the written consent of the Indemnitor, which shall not be unreasonably delayed or withheld.

**MUTUAL REPRESENTATIONS**

1. The Parties represent and warrant that they have the authority to enter into this Agreement.
2. This Agreement constitutes a legally binding contract between the Parties.

**NO VARIATION AND WAIVER**

1. No variation of this Agreement shall be effective unless it is in writing and signed by each party. A waiver of any right or remedy under this Agreement or by law is only effective if it is in writing and signed by the waiving party. Any waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

**SURVIVAL**

1. If any provision or part-provision of this Agreement becomes invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal, and enforceable. If modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion shall not affect the validity and enforceability of the remaining provisions of this Agreement.

**ENTIRE AGREEMENT**

1. This Agreement, along with the referenced documents, constitutes the entire agreement between the parties, supersedes all previous discussions, correspondences, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements, and understandings, whether written or oral, related to its subject matter. Each party acknowledges that they do not rely on any statement, representation, assurance, or warranty not set out in this Agreement or the referenced documents. This clause does not limit or exclude liability for fraud.

**ASSIGNMENT AND OTHER DEALINGS**

1. No party shall assign, transfer, mortgage, charge, subcontract, or deal with any or all of its rights and obligations under this Agreement without the prior written consent of the other party. Each party confirms that it is acting on its own behalf and not for the benefit of any other person.

**THIRD PARTIES**

1. Except as expressly provided in this Agreement, only the parties to this Agreement, their successors, and permitted assignees shall have any right to enforce its terms.

**JOINT AND SEVERAL LIABILITY**

1. The Indemnitor's obligations under this Agreement are joint and severally liable.

**GOVERNING LAW AND JURISDICTION**

1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of [Insert State]. Each party agrees that the courts of [Insert State]. have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

**DISPUTES**

1. If a dispute arises under or in connection with this Agreement ("Dispute"), including any Dispute arising from amounts due to a party, the party must first give a written notice ("Dispute Notice") describing the Dispute and requesting resolution under the agreed dispute resolution procedure before initiating legal proceedings or alternative dispute resolution. Disputes arising under this Agreement may be resolved by:

a. Bringing proceedings in the courts of [Insert State]..

b. Arbitration in accordance with the American Arbitration Association.

c. Mediation, with unresolved disputes to be resolved through arbitration.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Commencement Date.

|  |  |  |
| --- | --- | --- |
| [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** |