HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date").

Indemnitor (the party giving protection): _____, mailing address _____.

Indemnitee (the party receiving protection): _____, mailing address _____.

1. THE ACTIVITY

This Agreement covers the following work, event, use of property or rental (the "Activity"): _____.

The Activity will take place at _____, from _____ through _____.

Known risks connected with the Activity include: _____. Other risks may exist that neither party can foresee.

2. WHAT EACH PARTY RECEIVES

In return for the promises in this Agreement, (check one): [ ] the Indemnitor will pay the Indemnitee $_____; [ ] the Indemnitee gives permission for the Activity without a fee; [ ] the Indemnitee will pay the Indemnitor $_____ for the Activity; [ ] each party's promises are given in exchange for the other's.

3. HOLD HARMLESS AND INDEMNITY

The Indemnitor will indemnify and hold harmless the Indemnitee and its _____ (for example employees, officers or family members) from all claims, losses, damages, settlements, judgments and reasonable attorney fees that arise out of the Activity or the acts or omissions of the Indemnitor and the people it brings to the Activity, including claims by guests, neighbors and members of the public.

This protection applies only to the extent a loss is caused by the negligence, other fault or breach of this Agreement of the Indemnitor or its people. The Indemnitor does not have to cover any part of a loss caused by the Indemnitee.

The total amount the Indemnitor must pay for all claims from a single occurrence will not be more than $_____ (leave blank for no limit).

4. WHAT THIS AGREEMENT DOES NOT COVER

No party has to protect another person from any claim or loss to the extent it is caused by that person's gross negligence, willful or reckless misconduct, fraud, or knowing violation of law. If any part of this Agreement goes further than the law allows, it will be read to give the most protection the law does allow.

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.

5. DEFENSE AND CLAIMS

The Indemnitor will defend the Indemnitee against any covered claim at the Indemnitor's cost, using a lawyer reasonably acceptable to the Indemnitee. The Indemnitee will give written notice of a claim within 30 days after learning of it. Neither party will settle a covered claim without the other's written consent, which will not be held back without a good reason. Covered losses will be paid within 30 days after a written demand with supporting documents.

6. INSURANCE

The Indemnitor will carry _____ insurance with limits of at least $_____ per occurrence for as long as the Activity lasts, will name the Indemnitee as an additional insured where the law allows, and will deliver a certificate of insurance before the Activity starts.

7. GOVERNING LAW AND DISPUTES

The laws of the State of _____ govern this Agreement. Any lawsuit about this Agreement will be brought in the courts serving _____ County.

8. GENERAL TERMS

This Agreement is the complete agreement between the parties about its subject and can be changed only in a signed writing. If a court finds any part unenforceable, the rest stays in effect. The Indemnitor's duties continue after this Agreement ends for anything that happened while it was in effect. This Agreement may be signed in counterparts and electronically.

Additional terms: _____

Note: many states limit indemnity in construction contracts, and some will not enforce a parent's waiver of a child's injury claims or an advance release of injury claims. Check your state's rules before you sign.

SIGNATURES

Indemnitor

Signature: _____ Date: _____

Printed Name: _____

Indemnitee

Signature: _____ Date: _____

Printed Name: _____

This general template is provided for informational purposes only and does not constitute legal advice. Requirements vary by state and locality; review current law and attach any disclosures or addenda your situation requires before signing. For a guided state-specific document, visit lawvault.org.