



CITY OF REPUBLIC DUNK TANK AGREEMENT

Organization Name: _____

Contact Person: _____

Address: _____

Phone: _____

Total Days will be in use: _____ **Attach a calendar with schedule

Usage Date(s): _____ to _____

Signature _____

Date Signed _____

FOR OFFICE USE ONLY

Received by: _____

Received on: _____

Reserved: Yes No

Added to Calendar: Yes No

Indemnity and Hold Harmless Agreement Completed: Yes No

Hold Harmless/Indemnity Signed: Yes No

INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made and entered into this _____ day of _____.

By and between the City of Republic, a municipal corporation of the State of Washington, hereinafter referred to as "City" and _____, hereinafter referred to as "Indemnitor".

WITNESSETH:

WHEREAS, Indemnitor is desirous of utilizing certain property belonging to the City, which property is _____; and

WHEREAS, City is willing to allow Indemnitor the right to use said property subject to the terms and conditions of this agreement and as long as Indemnitor complies with all federal, state, or city laws, regulations, ordinances or requirements; and

WHEREAS, said grant of use is also conditioned upon Indemnitor executing the Indemnity and Hold Harmless Agreement, and naming City on any liability insurance policies purchased for such purpose, and providing proof of said insurance to City.

NOW THEREFORE, in consideration of City allowing Indemnitor use of the above described property,

IT IS HERBY AGREED BY INDEMNITOR AS FOLLOWS:

1. City assumes no liability for any activities on the property described in paragraph two (2).
2. Indemnitor shall comply with all federal, state, or city laws, regulations, ordinances or requirements.
3. Indemnitor, with the intention of binding Indemnitor, its officers, agents, employees, and participants, voluntarily and knowingly releases and discharges City from all claims, demands, actions and judgments that it or they have, or may have, or that anyone claiming through or under them may have or claim to have against City, created or in any way arising out of this agreement or the activities of any of the parties hereto on said property. Indemnitor further agrees, for good and valuable consideration as set forth herein, to indemnify and hold harmless City from all claims, demands, actions and/or judgements, and from all demands of every kind and nature whatsoever that may be claimed or accrued by reason of the use or occupancy of said property that may be created by or arise directly or indirectly by the use or occupancy by Indemnitor, its officers, agents, employees or participants.

IN WITNESS WHEREOF, Indemnitor has signed this agreement by day and year first above written.

INDEMNITOR:

Signature

CITY PERSONNEL

Signature

HOLD HARMLESS/INDEMNITY

I, _____, indemnify, hold harmless and defend the City and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the City as a result of loss, damage or injury to person or property by reason of my actions or omission by myself for the purpose of _____ (Name of activity)

The undersigned, its officers and employees, shall through the signing of this Agreement, indemnify, hold harmless and defend the _____ (City) from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgement of every name and description against the named individual as a result of loss, damage or injury to person or property by reason of any actions or omission by the City, its agents or employees, for the purpose of fulfilling the terms of this Agreement.

Signature

Date