

HOLD HARMLESS AGREEMENT

Location: _____ Effective Date: _____

PARTIES:

Releasor (Name): _____

Address: _____

RECITALS:

WHEREAS, the Releasor desires to participate in certain activities, including but not limited to physical activities, events or use of property (the "Activities"); and WHEREAS, the Releasee agrees to permit the Releasor to participate in the Activities under the terms and conditions set forth herein.

AGREEMENT:

1. **RELEASE AND WAIVER OF LIABILITY:** Releasor, on behalf of themselves, their heirs, executors, administrators, and assigns, hereby fully and forever releases, waives, discharges, and covenants not to sue the Releasee, its officers, directors, employees, agents, representatives, successors, and assigns, from any and all claims, demands, causes of action, damages, liabilities, costs, and expenses of any kind whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Releasor, or to any property belonging to Releasor, whether caused by the negligence of the Releasee or otherwise, while participating in the Activities or while in, on, or upon the premises where the Activities are being conducted.

2. **ASSUMPTION OF RISK:** Releasor acknowledges that participation in the Activities carries with it inherent risks, dangers, and hazards which can result in serious personal injury or death and/or property damage. Releasor knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the Releasee, and assumes full responsibility for Releasor's participation.

3. **INDEMNIFICATION:** Releasor agrees to indemnify and hold harmless the Releasee from any and all claims, actions, suits, damages, judgments, costs, expenses, and attorney's fees which may arise from or in connection with Releasor's participation in the Activities, including claims caused in whole or in part by the negligence of the Releasee.

4. **MEDICAL TREATMENT:** Releasor hereby consents to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activities. Releasor releases the Releasee from any liability for any medical treatment or emergency care rendered.

5. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the United

States and the State where the Activities take place, without regard to conflict of law principles.

7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

8. ACKNOWLEDGEMENT OF UNDERSTANDING: Releasor has read this Agreement, fully understands its terms, understands that Releasor has given up substantial rights by signing it, and signs it freely and voluntarily without any inducement.

RELEASOR'S SIGNATURE

Printed Name: _____

Signature: _____

RELEASEE'S SIGNATURE

Printed Name: _____

Signature: _____

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