

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement (the "Agreement") is entered into on this _____ day of _____, 20_____, by and between:

I. PARTIES

The Releasor: _____

Address: _____

City: _____ State: _____ Zip: _____

AND

The Releasee: _____

Address: _____

City: _____ State: _____ Zip: _____

(Hereinafter, the Releasor and Releasee are collectively referred to as the "Parties" and individually as a "Party").

II. RECITALS

WHEREAS, the Releasor desires to participate in certain activities or use certain property (the "Activity") provided or facilitated by the Releasee, as described below:

Description of Activity or Property Use:

WHEREAS, the Releasor understands and acknowledges that the Activity may involve inherent risks,

dangers, and hazards, including but not limited to personal injury, property damage, or death.

WHEREAS, the Releasor desires to voluntarily assume all risks associated with the Activity and to release, indemnify, and hold harmless the Releasee from any and all liability arising from the Releasor's participation in the Activity or use of the property.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

III. ASSUMPTION OF RISK

The Releasor hereby acknowledges and agrees that participation in the Activity involves inherent risks, dangers, and hazards, which may include, but are not limited to:

- a. Physical injury, including minor injuries, serious injuries, and catastrophic injuries.
- b. Property damage or loss.
- c. Illness or disease.
- d. Emotional distress.
- e. Death.
- f. Risks associated with the actions or inactions of other participants, spectators, or third parties.
- g. Risks associated with environmental conditions, equipment failure, or unforeseen circumstances.

The Releasor fully understands and voluntarily assumes all such risks, known and unknown, associated with the Activity, and accepts full responsibility for any injury, damage, or loss that may result from participation in the Activity.

IV. RELEASE OF LIABILITY

The Releasor, for themselves, their heirs, executors, administrators, personal representatives, successors, and assigns, hereby irrevocably and unconditionally releases, acquits, and forever discharges the Releasee, its officers, directors, employees, agents, representatives, affiliates, successors, and assigns (collectively, the "Released Parties"), from any and all claims, demands, actions, causes of action, suits, costs, expenses, and damages, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, that may arise from or relate to the Releasor's participation in the Activity or use of the property, including, but not limited to, those arising from the negligence of the Released Parties or any other person or entity.

This release includes, but is not limited to, claims for personal injury, property damage, wrongful death,

medical expenses, lost wages, pain and suffering, and any other losses or damages, whether direct, indirect, incidental, consequential, or otherwise.

V. INDEMNIFICATION

The Releasor hereby agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, actions, causes of action, suits, costs, expenses (including reasonable attorneys' fees), and damages, whether known or unknown, foreseen or unforeseen, anticipated or unanticipated, that may be asserted against, incurred by, or imposed upon the Released Parties by any third party arising from or relating to:

- a. The Releasor's participation in the Activity or use of the property.
- b. Any breach by the Releasor of any term or condition of this Agreement.
- c. Any act or omission of the Releasor, including any negligence or willful misconduct.

This indemnification obligation shall survive the termination of this Agreement.

VI. REPRESENTATIONS AND WARRANTIES

The Releasor represents and warrants that:

- a. They are of legal age and have the full legal capacity to enter into this Agreement.
- b. They have read and fully understand the terms and conditions of this Agreement.
- c. They are physically and mentally capable of participating in the Activity and have no medical conditions that would prevent their safe participation.
- d. Their participation in the Activity is voluntary and not under duress or coercion.

VII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any dispute arising under or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in _____ County, State of _____.

VIII. SEVERABILITY

If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

X. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth in Section I of this Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

XI. AMENDMENT

This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties.

XII. WAIVER

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

XIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. The Releasor

may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Releasee.

XIV. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

XV. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

XVI. CONSTRUCTION

The Parties acknowledge and agree that they have each had the opportunity to review and revise this Agreement and that no rule of construction shall be applied against the drafter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Hold Harmless Agreement as of the date first written above.

RELEASOR

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

RELEASEE

Signature: _____
Print Name: _____
Date: _____ day of _____, 20 _____
Address: _____

WITNESSES:

Witness 1:

Signature: _____
Print Name: _____
Date: _____ day of _____, 20 _____
Address: _____

Witness 2:

Signature: _____
Print Name: _____
Date: _____ day of _____, 20 _____
Address: _____

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20 _____, before me, a Notary Public in and for said County and State, personally appeared _____ (Releasor) and _____ (Releasee), known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: _____
Print Name: _____
My Commission Expires: _____