

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement ("Agreement") is entered into on the

_____ day of _____ ,

20 _____ , by and between

_____ ("Indemnitor") with an address at

_____ , and _____

("Indemnitee") with an address at _____ .

WHEREAS, the Indemnitor desires to engage in certain activities or transactions which may involve risk, and the Indemnitee has agreed to allow the Indemnitor to participate in such activities or transactions under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. HOLD HARMLESS

The Indemnitor agrees to indemnify, defend, and hold harmless the Indemnitee from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with the Indemnitor's participation in the specified activities or transactions, including but not limited to any negligence, gross negligence, or willful misconduct by the Indemnitor.

2. SCOPE OF AGREEMENT

This Agreement applies to all activities or transactions undertaken by the Indemnitor that are

associated with or related to the business or operations of the Indemnatee, including any ancillary activities that may arise in the course of such participation.

3. 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 law principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in _____.

4. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect. The parties agree to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent and economic effect of the invalid or unenforceable provision.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral. No representations, warranties, or inducements have been made by any party except as expressly set forth herein.

6. NOTICE PROVISIONS

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight courier service, to the addresses provided above. Notices shall be effective upon receipt.

7. AMENDMENT

This Agreement may only be amended or modified by a written agreement signed by both

parties. Any waiver of any provision of this Agreement shall not be deemed a waiver of any other provision or of the same provision on another occasion.

8. TERMINATION

This Agreement may be terminated by either party upon _____ days' written notice to the other party. Termination shall not affect any rights or obligations that have accrued prior to the effective date of termination. The indemnification obligations of the Indemnitor shall survive the termination of this Agreement.

9. DEFAULT AND REMEDIES

In the event of a breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies available at law or in equity, including but not limited to specific performance, injunctive relief, and damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Indemnitor:

Signature: _____

Date: _____

Print Name: _____

Indemnitee:

Signature: _____

Date: _____

Print Name: _____

Witness:

Signature: _____

Date: _____

Print Name: _____

Notary Public:

Signature: _____

Date: _____

Print Name: _____

Commission Expiration Date: _____