

Special Event Hold Harmless and Indemnification Agreement

I, _____([Insert Company Name] (“**Permittee**”), shall, through the signing of this Special Event Hold Harmless and Indemnification Agreement (“**Agreement**”), in consideration for the issuance of a Special Event Permit for [Insert description of event] (“**Special Event**”) and to the furthest extent allowed by law, agree to indemnify, hold harmless and defend the Town of Jerome, Arizona and its elected officials, officers, agents, employees and volunteers (collectively “**Indemnitee**”) from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by any Indemnitee, from any and all claims, demands, and actions in law or equity (including attorney’s fees and all costs of litigation), arising or alleged to have arisen directly or indirectly out of the Special Event (collectively, “**Claims**”) Permittee’s obligations under this Agreement shall apply regardless of whether Town or its elected officials, officers, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages to the extent caused solely by the gross negligence, or caused by the willful misconduct of Town or its officers, officials, employees, agents or volunteers.

Permittee acknowledges the contagious nature of communicable diseases and voluntarily assumes the risk that Permittee, its officials, officers, employees, agents, volunteers, or invitees may be exposed to, or infected by, by participating in the Special Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Permittee understands that the risk of becoming exposed or infected at the Special Event may result from the actions, omissions, or negligence of Permittee and others, including but not limited to, Town employees, volunteers and participants and their families.

Prior to and throughout the duration of the Special Event, Permittee shall pay for and maintain in full force and effect all insurance as required in the application submitted by the Permittee for the Special Event, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by Town Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense of any Claims at his/her/its sole cost. The fact that insurance required under this Agreement is obtained shall not be deemed to release or diminish the liability of Permittee, including without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any such insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits of any such insurance do not act as limitation upon the amount of defense and/or indemnification to be provided by the Permittee. Approval and or purchase of any insurance contracts or policies shall in no way relieve Permittee from liability nor limit the liability of the Permittee, its officials, officers, employees, agents, volunteers, or invitees.

The Town of Jerome shall be reimbursed for all costs and attorney’s fees incurred by Town in enforcing this Agreement.

Signed this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Witness Signature: _____

Printed Name: _____