

INDEMNIFICATION AGREEMENT REQUIRED FOR RECREATION ACTIVITIES ON VILLAGE PROPERTY

To be completed legibly by Indemnifier

ACTIVITY: _____
(describe activity or event requiring indemnification)

DATE(S) OF ACTIVITY: _____
(insert date(s) of activity or event)

LOCATION OF ACTIVITY: _____
(insert location of activity or event)

NAME OF INDEMNIFIER: _____
(print name of person or legal entity conducting the activity or event)

NOTE ADDITIONAL CONTACT INFORMATION MUST BE COMPLETED AT THE BOTTOM OF THIS FORM

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In consideration of permission to use the property of the Village of Forsyth and to the fullest extent permitted by law, _____ (hereinafter "INDEMNIFIER"), hereby agrees to defend, indemnify and hold harmless the Village of Forsyth, its officials, agents, employees, and/or independent contractors (hereinafter "BENEFITED PARTIES"), against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the BENEFITED PARTIES, arising in whole or in part, or in consequence of the performance of the above-referenced activity or event (hereinafter "ACTIVITY") by INDEMNIFIER, its employees, participants, invitees, agents or contractors, or which may in any way result, except those causes of action arising out of the sole and willful misconduct of the Village of Forsyth.

INDEMNIFIER shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising thereof, or incurred in connection therewith, and if any judgment shall be rendered against the BENEFITED PARTIES in any such action, INDEMNIFIER, at their own expense, shall satisfy and discharge the same. INDEMNIFIER acknowledges there are risks associated with the ACTIVITY and assumes all liability for same. INDEMNIFIER further agrees to be responsible for any and all property damage associated with the ACTIVITY.

INDEMNIFIER shall maintain and keep in force, for the benefit of the BENEFITED PARTIES, general commercial liability insurance against claims for personal injury, death and property damage which may arise from or in connection with the ACTIVITY, to afford protection to the limit of not less than \$1,000,000.00 per occurrence with respect to bodily injury or death and \$500,000.00 per occurrence with respect to property damage or such other insurance as shall be approved in writing by the Village Administrator. The BENEFITED PARTIES shall be named as an additional insured on the insurance and an endorsement issued. A certificate of insurance shall be provided, along with the endorsement, to the Clerk of the Village of Forsyth at least five days prior to the ACTIVITY. The insurance held by the INDEMNIFIER shall be the primary insurance and any insurance policy held by the Village of Forsyth shall be secondary.

If signing on behalf of a corporation or other legal entity, the undersigned acknowledges and affirms that he or she has the authority to approve this Agreement and to bind the company as its agent.

AGREED TO AND ACCEPTED IN FULL BY:

Print Name of Indemnifier (Person or Legal Entity)

Date

Signature of Person or Authorized Agent if Legal Entity

ADDITIONAL CONTACT INFORMATION OF INDEMNIFIER (REQUIRED)

 Print Full Name of Person Signing Above

 Address, City, State, Zip Code

 Legal Entity Name (if applicable)

 Title of Person Signing (if applicable)

 Cell Phone (if applicable)

 Work Phone

TO BE COMPLETED BY VILLAGE

Accepted and Received by the Village of Forsyth by _____ on _____, 201__.