

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration for the use of City grounds and facilities and to the furthest extent allowed by law, PERMITTEE does hereby agree to indemnify, hold harmless and defend the CITY of FRESNO (hereinafter referred to as "CITY) and each of its officers, officials, employees, agents and volunteers 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 CITY, PERMITTEE or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of use of City grounds and facilities by the PERMITTEE or any of his/her/its officers, officials, employees, agents, volunteers or invitees. PERMITTEE'S obligations under the preceding sentence shall apply regardless of whether City of any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City of any of its officers, officials, employees, agents or volunteers.

PERMITTEE shall conduct all defense at his/her/its sole cost. 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. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to PERMITTEE.

CITY shall be reimbursed for all costs and attorney's fees incurred by CITY in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the use of City grounds and facilities.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the CITY and PERMITTEE; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the PERMITTEE or his/her/its authorized signatory.

Signed, sealed and delivered this _____ of _____, 202__.

Permittee (Signature)

Witness (Signature)

Print Name

Print Name

Address

Address

Telephone Number

Telephone Number

Reservation/Receipt # / #
Park:
Shelter/Tables:
Event Date: