

ROYALTON-HARTLAND CENTRAL SCHOOL DISTRICT

HOLD HARMLESS AGREEMENT

The user agrees to indemnify and defend the Royalton-Hartland Central School District, its officers, board members, trustees, counsel employees and all other District personnel with regard to this agreement. The user agrees to indemnify the above-named from any damage, liability, demand, action, suit, arbitration, or other proceedings or settlement related to the actual or alleged occurrence, of any and all claims arising out of the use of the premises by the user, whether the injury is alleged to be caused by the actions of the user or of the Royalton-Hartland Central School District, including all claims arising out of alleged defective premises or installed equipment, whether owned or operated or maintained by the School District or the user.

This indemnification is agreed to whether or not the District is notified of the alleged occurrence during the user's use of the District property or premises. Indemnification arises as a result of any actual or alleged act or omission by the user or the District with respect to the users program or equipment, and includes any acts by any person acting in any way on behalf or in connection or concert with the user. This indemnification arises whether any damages are actually or allegedly caused by the users intentional or negligent acts or its omissions.

This indemnification may arise from the failure of the user or the District to perform in any way in strict accordance with Federal, State, or local law, or any actual or infringement of any tangible or intangible property rights by the user or the District, regardless of the user or the Districts knowledge thereof; or from the user's exposure of any party to any substance in any form that could be considered hazardous or toxic, any alleged defective equipment or materials designed, installed or modified by or on behalf of the District or the user in any way.

The damages and liability covered by this agreement include, but are not limited to, any losses, claims, demands, cost, expenses (including attorneys, accountants, investigators, expert fees, and disbursements), or other obligations that are directly, indirectly, contributory, or consequently attributable to any disease, death (including wrongful death), or injuries (physical or economic), to any person (real or personal, tangible or intangible), whether based on any Federal, State, or local law regardless of whether the user or the District may have been fully or partially negligent with respect thereto.

The user shall not be permitted, or in any way allowed, to use any District premises or property without first providing the District with proof of insurance from an insurer licensed in the State of New York in amount and coverage, including contractual liability that the District finds acceptable, and as required by State, Federal and local law. Such insurance must protect the District from all damages and liabilities as set out above, arising out of any actual or alleged act or omission, regardless of any negligence or fault of the user or the District.

The users comprehensive General Liability Insurance shall be written for not less than \$1,000,000, or as required by State, Federal or local law, whichever is greater. This policy will cover bodily injury, property damage, products liability, contractual liability and personal injury. The Royalton-Hartland Central School District must be named as an Additional Insured and receive a Certificate of Insurance for this coverage. The coverage provided to the District shall be primary and non-contributory.

Dated : _____

User Signature: _____

STATE OF NEW YORK)
COUNTY OF NIAGARA)

On this ____ day of _____, _____ before me personally appeared to me known, and known to me to be the same person described in and who executed the within instrument and _____ acknowledged to me that he/she executed the same.

Notary Public