Hold Harmless Agreement

The undersigned agrees that the use of these facilities is at users own risk.

The _____agrees to and does hereby indemnify and hold harmless the Gravenstein Union School District, its officers, agents and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

1. Death or bodily injury to person, loss or injury to property, or any loss, damage or expense which may have been sustained by the Gravenstein Union School District or any person, firm or corporation employed by the District upon or in connection with the activity called for in this agreement.

2. Any injury or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations including the user arising from any act of neglect, default, omission, negligence or willful misconduct of user or any person, firm or corporation employed by the user, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off the Gravenstein Union School District property.

The user, at its own expense, cost and risk, shall defend any and all actions, suits or other proceeding that may be brought or instituted against Gravenstein Union School District, its officers, agents or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the District, its officers, agents, or employees in any action, suit or other proceeding as a result of the activity called for in this agreement.

The user shall, prior to facility use, provide evidence of insurance in the amounts set forth in BP & AR 1330 and Facility Use Application.

FACILITY TO BE USED_____
ACTIVITY: _____

FOR THE USER:
Legal Name:_____
PLEASE PRINT
Name of Insured: _____
Address: _____
Telephone: _____

Authorized Agent's Signature:

_____
SIGNATURE

FOR THE SCHOOL DISTRICT:
Authorized Agent's Title:_____
Date:_____

Authorized Agent's Signature:

_____
SIGNATURE

ADOPTED: November 9, 2005

GRAVENSTEIN UNION SCHOOL DISTRICT
Sebastopol, California