

INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY
AGREEMENT

Whereas _____ (hereinafter "User") desire(s) to use
_____ Toquerville City (herein after "City") Property or Facilities located
at _____ to engage in the following activities;

_____, and in consideration of City's willingness to allow
User to use said facilities and/or property, I _____, as the duly authorized
agent acting on behalf of the User, herewith agree and promise Indemnify and hold City, its
officers, agents, officials and employees, and volunteers harmless and release them for and from
any liability, costs or expenses arising from any action, causes of action, claims for relief,
demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of
action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are
known or unknown, are in law or equity, and without limitation, all claims of relief which can be
set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent
or otherwise of User, City, and/or their respective officers, agents, officials, members,
employees, and volunteers, or any person or persons.

In addition, User agrees to repair, solely at Users Cost, all damage to City's
facilities or equipment arising out or User's use or possession of said facilities or equipment.

User further agrees and promises to provide City with Certificate of Insurance
verifying that User has acquired insurance sufficient to support User's promise to Indemnify and
Hold City Harmless as outlined above.

User acknowledges that User has been advised to consult legal counsel and have
had the opportunity to consult with legal counsel prior to entering into this Indemnification /
Hold Harmless / Release of Liability Agreement.

User understands and agrees that, by signing this Indemnification / Hold Harmless
/ Release of Liability Agreement, that User relinquishes all rights or claims to adjudication or
recourse to which User may be entitled in relation to any damages or injury that may arise out of
the above described activities.

User warrants that User enters into this agreement with full knowledge of the
meaning and future effect of the promises, releases and waivers contained herein.

User warrants that User has entered into the releases and waivers contained in this
Agreement voluntarily and that User makes them without any duress or undue influence of any
nature by any person or entity.

User agrees to assume all risk, chance or hazard that any loss sustained by User or
any other person or entity may be greater or more extensive than is known, anticipated or
expected.

Signature of User Agent

Date: _____

Printed Name of User Agent