

TOQUERVILLE CITY  
INDEMNIFICATION, HOLD HARMLESS AND RELEASE OF LIABILITY  
AGREEMENT

Whereas \_\_\_\_\_ (hereinafter "User") desire(s) to use \_\_\_\_\_ (facilities or property) in Toquerville City (herein after "City") 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

\_\_\_\_\_  
City Clerk