

INDEMNITY AND HOLD HARMLESS AGREEMENT

Date: _____

Name (PRINT): _____

agrees to release, indemnify, and hold harmless the **CITY OF VENTNOR**, and/or the Atlantic County Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of performance of the work herein or the use of municipal facilities which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by **City of Ventnor** negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable.

Indemnification:

USER shall indemnify, save harmless and defend the MUNICIPALITY, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the MUNICIPALITY, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of USER's use of the named Facilities, including all suits or actions of every kind or description brought against the MUNICIPALITY, either individually or jointly with USER for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by USER, or through any negligence or alleged negligence in safeguarding the FACILITY(IES), participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER. The USER will abide by all local, state, and federal health directives and CDC guidelines regarding COVID while utilizing the facility for their activities. Failure to abide by these health guidelines will result in the immediate removal of violators and, if violations continue, the revocation of permission for the use of Ventnor's facilities and premises by the transgressing contractor/vendor/permitted organization. The City of Ventnor its officials, employees, agents, and volunteers shall be indemnified and held harmless regarding any claim for damage, loss, or injury resulting from such violations.

Event Name: _____

Location: _____

Date(s): _____

By: _____

(Authorized Signature of the Individual)

Print Name: _____ Phone: _____

Business: _____

Address: _____

Email: _____

Date of Birth: _____/_____/_____