

INDEMNIFICATION AGREEMENT

This Hold Harmless and Indemnification Agreement, referred to as the “Agreement”, is executed by _____ of _____, hereinafter referred to as “Indemnitor” in favor of **Tusky Days Carnival, LLC and The Village of Tuscarawas, Ohio, its elected officials, appointed persons, officers, directors, employees, affiliates, assigns and agents, collectively referred to as “Village.”**

Recitals

Village is the owner of certain real estate and structures located within the territorial limits of Tuscarawas, Ohio.

Indemnitor has requested that Village permit Indemnitor and his/her guests, invitees, employees, and agents, collectively referred to as “Invited Parties”, to access such Village property in order to undertake the following project:

Village has agreed to permit such requested access on the condition that Indemnitor covenant and agree to the terms and conditions of this Agreement.

Therefore, in consideration of Village allowing Indemnitor to utilize Village property in order to undertake the above-described project on Village property, and for other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged by Indemnitor, Indemnitor herein covenants and agrees as follows:

1. Indemnitor shall indemnify, defend and hold free and harmless Village, its elected officials, appointed persons, members, officers, directors, employees, affiliates, assigns, and agents from and against any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of Indemnitor, Invited Parties, their agents, servants, employees, and their respective guests and invitees, and any other person accessing Village property, whether invited or uninvited, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or for any loss of the means of support and/or any loss or damage whatsoever to property.

2. Indemnitor, on behalf of itself, its employees, agents, the Invited Parties, respective guests and invitees, and any other attendees, whether invited or uninvited and any and all parties who access Village property, do hereby release, acquit and forever discharge Village, its members, officers, directors, employees, owners, subsidiaries, affiliates, assigns and agents of and from any and all known and unknown causes of actions, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which such persons now have or may ever have against Village, its elected officials, appointed persons, members, officers, directors, employees, affiliates and agents on account of any and all known or unknown present or future injuries, losses and damages sustained or received or which may be sustained by such persons or their property occurring during the time of the construction remodeling.

3. This Agreement contains the entire agreement and understanding between the parties, and terms of this Agreement are contractual and not a mere recital.

4. Indemnitor herein represents and warrants to Village that it has full right, power and authority to execute this Agreement.

5. Indemnitor warrants and represents that it has sufficient insurance coverage to cover any type of loss or damage addressed within this Agreement.

INDEMNITOR

By: _____

Title: _____

Date: _____

VILLAGE

By: _____

Title: _____

Date: _____