



INDEMNITY AND HOLD HARMLESS AGREEMENT

FOR VALUE RECEIVED, on 09/10/2016, _____ (hereinafter referred to as the “Indemnitor”) of _____ agrees to indemnify and hold harmless Columbia Historical Society Inc. (hereinafter referred to as the “Indemnitee”) of P.O. Box 983, Columbia Station, OH 44028, and its successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the following: _____

_____ on 09/10/2016 at the Columbia Blockhouse Day event held at the Lorain County Metro Park's Columbia Reservation located at 25145 Royalton Rd, Columbia Station, OH 44028.

In the event that the Indemnitee is served with, or otherwise becomes aware of a claim that pursuant to the terms of this agreement the Indemnitor shall be responsible for the defense of the Indemnitee against the allegations made in such claim, the Indemnitee shall provide the Indemnitor reasonably timely written notice of same, and thereafter the Indemnitor shall at his/her/its own expense defend, protect and save harmless Indemnitee against said claim or any loss or liability thereunder.

In the further event the Indemnitor shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnitee shall have full rights to defend, pay or settle said claim on its behalf without further notice to the Indemnitor and with full rights to recourse against the Indemnitor for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the Indemnitor further agrees to pay all reasonable attorney's fees necessary to enforce this Agreement.

This Agreement shall be unlimited as to amount or duration.

Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by the parties subsequent to the expungement of the invalid provision.

No Waiver. The failure of the parties to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of OH.



Mandatory Arbitration. Notwithstanding the foregoing, and anything herein to the contrary, any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon the parties except to the extent incorporated in this Agreement.

Modification of Agreement. Any modification of this Agreement or additional obligation assumed by the parties in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

Compliance with Laws. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties.

IN WITNESS WHEREOF, the parties hereby sign this Agreement as of the day and date first above stated.

INDEMNITOR

INDEMNITEE

Columbia Historical Society Inc.
Karen Richards, President