

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

BETWEEN:

BOARD OF EDUCATION OF THE BOROUGH OF RUMSON, IN THE COUNTY OF MONMOUTH, with offices located at Forrestdale School, 60 Forrest Avenue, Rumson, New Jersey 07760 ("Board of Education"),

And

Outside Organization utilizing Board of Education Property and Facilities

Address (Not Post Office Box)

Telephone Number

Organization Type: (Individual(s), Partnership, Corporation (Profit), Corporation (Not-for-Profit), Association, Limited Liability Company, Club, Public Entity)

In consideration of the use of the Board of Education property or facilities on _____, 20__, the undersigned Outside Organization agrees to indemnify and hold harmless the Board of Education, its officers, agents and employees from any and all liability, claims, costs, suits, causes of actions, judgments or damages, including attorneys' fees, arising out of the use of the Board of Education property or facilities by this Outside Organization.

The undersigned understands and acknowledges that this Hold Harmless and Indemnification Agreement requires that the Board of Education, its officers, agents and employees be indemnified and held harmless for any and all liability, claims, costs, suits, causes of action, judgments or damages sustained by the Board of Education or any other person or persons for bodily injury and for injury to or loss of property resulting from, caused by or rising out of the conduct of the Outside Organization and/or any guest, participant, visitor or other person attending the event referred to in this Agreement. This Hold Harmless and Indemnification Agreement shall also pertain to any such claims alleging negligence on the part of the Board of Education.

The undersigned further agrees to release any claim that they may have in the future against the Board of Education relating to the use of the Board of Education property or facilities, including claims alleging negligence on the part of the Board of Education.

The undersigned further agrees to furnish the Board of Education with a Certificate of Insurance naming the Board of Education as an additional insured party. The Certificate of Insurance must evidence the provision of general liability, bodily injury and property damage coverage, as well as auto liability and proof of workers compensation, if applicable with minimum limits of liability not less than \$1,000,000.00.

In order to induce the Board of Education to accept this Hold Harmless and Indemnification Agreement, the following information concerning the intended use of the Board of Education property and facilities is provided:

- a. The purpose of the event is _____
- b. The total number of persons anticipated to attend this event is _____
- c. Other _____

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This Agreement has been signed on this ____ day of _____, 20__ by an authorized person of the Outside Organization sponsoring the event.

Witness:

Name of Outside Organization

Authorized Signature