



HOCKING COUNTY

HOLD-HARMLESS AGREEMENT

The below named Event Organizer ("EO") signifies he/she/it has legal authority to enter into this agreement and shall provide certification (resolution or other) to the County Representative ("CR"), on behalf of Hocking County, Ohio ("Hocking"), to that effect.

1. The event shall be identified as ____ (Name of Event) ____.
2. The EO on behalf of the ____ (Name of Event) ____ agrees to maintain in full force and effect, at its own cost Public Liability and] Property Damage Insurance issued by companies satisfactory to Hocking, insuring the interest of Hocking, and its authorized agents and employees. The policy shall be for primary coverage and shall have limits of no less than the following:
\$ _____ Per Person
\$ _____ Per Accident
\$ _____ Property Damage
plus, excess liability umbrella coverage in the amount of \$ _____.
3. EO shall indemnify and hold harmless CR/Hocking, including, but not limited to, its officials, agents, employees, volunteers, and all others connected in any way to ____ (Name of Event) ____, from any and all actions, claims, demands, suits, liabilities (statutory and Workmen's Compensation laws), losses, damages, or expenses (including attorney's fees), as well as all costs from death of, injuries to, theft of, or damage to properties or persons, including third parties; growing out of, directly or indirectly caused by any service, operation or associated incidents from the actions or omissions undertaken by ____ (Name of Event) ____ or any of its agents, employees, or subcontractors. harmless from and against all loss, liability, and expense, including reasonable attorneys' fees, in excess of the provided limits of liability insurance for bodily injury (including death) or property damage caused by or arising out of the ____ (Name of Event) ____.
4. EO assumes all risk and liability for the loss of or damage to any property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the property. Nothing in this agreement shall authorize the EO or any other person to operate any of the property so as to impose any liability or other obligation on CR/Hocking.

5. EO shall indemnify, defend, and hold harmless Lessor, its agents, and employees from all claims, loss, or damage the Lessor may sustain or suffer for any of the following reasons:
 - a. The loss of or damage to any of the leased property for any cause;
 - b. The injury to or death of any person including but not limited to agents or employees of the EO; or
 - c. Damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of any property.

EO shall reimburse CR/Hocking for all expenses, losses, liabilities, fines, penalties, and claims of every type, including reasonable attorneys' fees, imposed on or incurred by CR/Hocking because of EO's use or operation of any property, or because of the failure by EO to perform any of the terms.

EO shall use the property in a careful and proper manner and shall agree not to permit any property to be operated or used in violation of any applicable federal, state, or local statute, law, ordinance, rule, or regulation relating to the possession, use, or maintenance of the property. EO agrees to reimburse CR/Hocking in full for all damage to the property arising from any misuse or negligent act by EO, its employees, and its agents. EO will indemnify and hold CR/Hocking harmless from any and all liabilities, fines, forfeitures, or penalties for EO's violations of any statute, law, ordinance, rule, or regulation of any duly constituted public authority.

EO assumes all risk and liability for the loss of or damage to the Property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, condition, possession, or storage of the property. Nothing in this agreement shall authorize the EO or any other person to operate any of the property so as to impose any liability or other obligation on CR/Hocking.

6. The indemnification and assumptions of risk, liabilities, and obligations by the EO arising under the agreement during the agreement's term shall continue in effect after the termination of this agreement, regardless of the reason for termination.
7. This agreement shall be deemed to be executed and delivered in the State of Ohio and shall be interpreted under and governed by the law of Ohio.

Print Name of Event Organizer

Signature of Event Organizer

Date

Mark W. Edgar

Print Name of County Representative

Signature of County Representative

Date