

**THE FIRST PRESBYTERIAN CHURCH OF HATTIESBURG, INC.**

**HOLD HARMLESS, INDEMNIFICATION, WAIVER AND RELEASE**

**HOLD HARMLESS, INDEMNIFICATION, WAIVER AND RELEASE** Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ and entered into between The First Presbyterian Church of Hattiesburg, Inc., 4901 Hardy Street, Hattiesburg, MS 39402 (“Indemnitee”), and \_\_\_\_\_, of \_\_\_\_\_.  
“Indemnitor”

**RECITALS:**

**WHEREAS**, Indemnitor has made application for use of the Indemnitee’s facilities and/or equipment as more specifically identified and set forth in the Application for Use of Facilities which Indemnitor has executed, and

**WHEREAS**, in conjunction with the use of Indemnitee’s facilities and/or equipment, Indemnitee has requested Indemnitor to execute this Hold Harmless, Indemnification, Waiver and Release, (“Agreement”) and

**WHEREAS**, Indemnitor, in consideration of its utilization of Indemnitee’s facilities and /or equipment, has agreed to execute this Agreement, and further represents and warrants that Indemnitor has read said Agreement and understands all of the terms and conditions of the Agreement, including the legal ramifications imposed upon it by this Agreement, and

**WHEREAS**, Indemnitor futher represents and warrants that this Agreement has been properly authorized by Indemnitor’s governing body if it is a legal entity or organization other than an individual and that Indemnitee can rely on the representations and warranties contained herein.

**NOW, THEREFORE**, in consideration of the Recitals more specifically set forth above, for other good and valuable consideration, including, but not limited to Indemnitor’s use of Indemnitee’s facilities or equipment, the receipt and sufficiency of which is hereby acknowledged by the parties.

**IT IS HEREBY AGREED** as follows:

1. Indemnitor will indemnify Indemnitee, its agents, and employees against, and hold Indemnitee, its agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including, consequential damages), losses, liabilities, judgments, and expenses (including, without limitation) attorneys’ fees and court costs, incurred in connection with or arising from:
  - (a) The use or occupancy of the Indemnitee’s premises, facilities and/or equipment by Indemnitor or any person who is utilizing said premises, facilities and/or equipment as an employee, agent, invitee, visitor of Indemnitor or with the permission and consent of Indemnitor;
  - (b) Any activity of any nature permitted or allowed by Indemnitor in or about the premises and/or facilities;



- (c) Any actions, including intentional acts, omissions or negligence of Indemnitor, its employees, agents, invitees, visitors, or any other person
- (d) entering upon the premises, facilities or any employee, agent, invitee, visitor or any other person utilizing the equipment located upon the premises;
- (e) Any breach, violation, or nonperformance by Indemnitor, its employees, agents, invitees, visitors, or any other persons or individuals upon the premises, facilities or utilizing the equipment of Indemnitor with the permission and consent of Indemnitor of any law, ordinance, or governmental requirement of any, including breach or violation of the Use Guidelines set forth in the Indemnitor's Facility Use Policy, a copy of which Indemnitor acknowledges having received; or
- (f) Any injury or damage to the person or property of Indemnitor, its employees, agents, invitees, visitors, or any other person entering upon the premises, facilities or utilizing the equipment under the express or implied invitation of the Indemnitor.

If any action or proceeding is brought against Indemnitor, its employees, or agents by reason of any such claim, Indemnitor, upon notice from Indemnitor, will defend the claim at Indemnitor's expenses with counsel reasonably satisfactory to Indemnitor. Indemnitor waives and releases all claims against Indemnitor, its employees, and agents with respect to all matters from which Indemnitor has disclaimed liability pursuant to the provisions of this Agreement.

- 2. Indemnitor has reviewed and agrees to be bound by the terms of the Facilities Use Policy and the conditions set forth therein.
- 3. This Agreement shall be construed under the laws of the State of Mississippi.
- 4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

The First Presbyterian Church of Hattiesburg, Inc.

By \_\_\_\_\_  
Indemnitor

\_\_\_\_\_  
Indemnitor

Date \_\_\_\_\_

Date \_\_\_\_\_

