
(Event Sponsor)

RELEASE AND INDEMNIFICATION AGREEMENT

City of Harrisburg

THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.

In consideration for being permitted to engage in the following special event activities on City of Harrisburg property at: _____

Special Events Holder hereby acknowledges, represents, and agrees as follows:

A. We understand that the above described activities are or may be dangerous and may involve risks of injury, loss or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here) _____

B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for the City of Harrisburg, on a form approved by the City of Harrisburg.

Participant Release and Indemnification required? YES _____ NO _____

(Special Events Holder initials here) _____

C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to the City of Harrisburg, for the duration of the above described activities.

(Special Events Holder initials here) _____

D. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby expressly assume all such risks of injury, loss, or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Harrisburg, its officers, its employees, or by any other cause.

(Special Events Holder initials here) _____

E. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we further hereby exempt, release and discharge City of Harrisburg, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage, arising out of or in any way related to the above described This as all legal documents should be reviewed and approved by legal counsel.

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activities, whether or not caused by the act, omission, negligence, or other fault of the City of Harrisburg, its officers, its employees, or by any other cause.

(Special Events Holder initials here) _____

F. We further agree to defend, indemnify, and hold harmless City of Harrisburg, its officers, employees, insurers, and self insurance pool, from and against all liability, claims and demands, including any third party claim asserted against City of Harrisburg, its officers, employees, insurers, or self insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of the City of Harrisburg, its officers, its employees, or by any other cause.

(Special Events Holder initials here) _____

G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of the City of Harrisburg, its officers, and/or its employees, and that said Agreement in intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder initials here) _____

H. We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of South Dakota.

(Special Events Holder initials here) _____

I. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder initials here) _____

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name: _____

Title: _____

Signature: _____

Date: _____

This as all legal documents should be reviewed and approved by legal counsel.