

Cutler-Orosi Joint Unified School District

Hold Harmless Agreement

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold the Cutler-Orosi Joint Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damages, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees specifically including without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used;
2. the injury to or death of any person including but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District;
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorney's fees imposed or incurred by the District because of the Applicant's use of occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

Printed Name of Authorized Representative

Name of Applicant/Organization

Signature of Authorized Representative

Date