

# INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

**AGREEMENT**, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the undersigned and the South Windsor Board of Education of 1737 Main Street, South Windsor, Connecticut 06074 (hereinafter the "Board of Education");

**WHEREAS**, the undersigned wish to obtain the use and enjoyment of the hereinafter named facility of the Board of Education.

\_\_\_\_\_  
(Identify building and/or facility)

On: \_\_\_\_\_

(date or dates of use)

\_\_\_\_\_  
(name of organization or individuals)

And/or any person using or enjoying the said facility at the invitation or under the sponsorship of said organization/individual(s); and

**WHEREAS**, the Board of Education is willing to permit use and enjoyment of the said facility to the said organization/individual(s) and/or any person using or enjoying the said facility at the invitation or under the sponsorship of the said organization/individual(s), provided the undersigned warrant and agree that any such use or enjoyment will be properly conducted and adequately supervised by said organization/individual(s), its agent, representative or those acting in association with it;

**NOW THEREFORE**, In consideration of permission to use the aforesaid facility extended by the Board of Education to the aforesaid organization/individual(s) and/or any person using or enjoying the said facility at the invitation or under the sponsorship of said organization/individual(s), at such times and subject to such conditions as the Board of Education may determine, the undersigned severally and jointly covenant and agree that, should any person become injured or suffer damages, while said facility is being used, the undersigned will each indemnify, defend, and hold harmless the Board of Education, its employees, agents and representatives, against any and all liability, loss, damages, cost or expense including attorney's fees, which the Board of Education, its employees, agents or representatives, or the Town of South Windsor, its employees, agents or representatives may hereinafter incur, suffer or be required to pay by reason of such injury or damage except to the extent that any such loss, damages, cost, or expense resulted from the negligence or willful acts of the South Windsor Board of Education, its employees, agents, or representatives, or the Town of South Windsor, its employees, agents, or representatives.

The entity must also:

- 1) Provide proof of insurance
- 2) Name the town of South Windsor and Board of Education as an additional insured and provide a copy of the endorsement that indicates so.

Signed and Delivered in the Presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print/Type Name of Signer)

\_\_\_\_\_  
(Title of Signer)

\_\_\_\_\_  
(Address, City, State & Zip Code)

\_\_\_\_\_  
(Telephone Number)

STATE OF CONNECTICUT:

: ss:

COUNTY OF:

Personally appeared \_\_\_\_\_, who represented himself/herself to be the

\_\_\_\_\_ of the \_\_\_\_\_, Signer and Sealer of the foregoing

Instrument and acknowledged the same to be his/her free act and deed and the free act, before me.

\_\_\_\_\_  
Commissioner of Superior Court  
Notary Public  
My Commission Expires: