Hold Harmless Indemnification Agreement

The Borough of Beach Haven, hereinafter referred to as “Municipality”, hereby agrees to allow ___________________________ (Name of Person(s) or Organization) hereinafter referred to as “User”, to use the facilities listed below:

Name and Location of Facility(ies):
__________________________________________________________________________________________
__________________________________________________________________________________________
hereinafter referred to as “Facility(ies)” for
________________________________________________________________________
(State the Purpose)
on the following date(s): ____________________________________________________________

The above User shall inspect the described Facility(ies) prior to the use of the Facility(ies) and report any defective, hazardous or dangerous conditions found at the Facility(ies) to

_____________________________________________________ at Municipality, and

(Name and Telephone Number)

User shall immediately cease the use of the Facility(ies) until such defective, hazardous, or dangerous conditions are remedied. After the use of the Facility(ies), User shall immediately report to the Municipality any and all defects, hazards, damages or dangerous conditions upon or adjacent to the Facility(ies).

Indemnification
User shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all claims, losses, costs, attorney’s fees, damages, or injury including death and/or property loss, expense claims or demands arising out of User’s use of the named Facility(ies), including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with User for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by User, or through any negligence or alleged negligence in safeguarding the Facility(ies), participants, or member of the public, or through any act, omission or fault or alleged act, omission or fault of the User, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the User.

Signature______________________________ Print Name__________________________ Date_________________