

INDEMNITY AGREEMENT AND RELEASE OF LIABILITY

Location: _____ Parties: _____

Indemnitor Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Indemnitee Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Recitals

WHEREAS, Indemnitor desires to engage in certain activities involving the Indemnitee and/or the Indemnitee's property; and WHEREAS, Indemnitee agrees to permit such activities on the terms and conditions set forth herein.

1. Indemnification

Indemnitor shall indemnify, defend and hold harmless Indemnitee from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to Indemnitor's actions, omissions, or the activities contemplated herein, including but not limited to personal injury, property damage, or death.

2. Release of Liability

Indemnitor hereby releases, waives, and discharges Indemnitee from any and all liability, claims, demands, or causes of action that Indemnitor may have against Indemnitee arising from or related to the activities described herein, including but not limited to negligence of Indemnitee or any other party.

3. Assumption of Risk

Indemnitor acknowledges and understands the risks involved in the activities contemplated herein, including the risk of bodily injury, death, or property damage, whether caused by the negligence of Indemnitee or otherwise, and voluntarily assumes all such risks.

4. Compliance with Laws

Indemnitor agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with the activities described herein.

5. Insurance

Indemnitor agrees to maintain at its own expense all necessary insurance coverage, including but not limited to general liability and, if applicable, workers' compensation insurance, and shall provide certificates of insurance to Indemnitee upon request.

6. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State in which the activities take place, without regard to conflict of law principles.

8. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether oral or written.

9. Amendments

This Agreement may be amended or modified only by a written instrument executed by both parties.

10. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

11. No Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Acknowledgment of Understanding

Indemnitor acknowledges that it has read this Agreement, understands it fully, and agrees to be bound by its terms voluntarily and without any inducement or duress.

14. Representation by Counsel

Indemnitor acknowledges that it has had the opportunity to seek independent legal counsel prior to executing this Agreement.

15. No Admission of Liability

This Agreement is not and shall not be construed as an admission of liability or fault by any party.

16. Headings

Headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

17. Notices

All notices or communications required or permitted under this Agreement shall be in writing and delivered personally, by nationally recognized overnight courier, certified mail return receipt requested, or electronic means capable of confirming receipt to the addresses set forth above.

18. Jurisdiction and Venue

The parties agree that any disputes arising under this Agreement shall be resolved exclusively in the state or federal courts located within the proper jurisdiction where the activities take place; parties waive any objections to personal jurisdiction or venue.

19. Execution and Effective Date

This Agreement shall become effective upon execution by both parties. The effective date shall be the date of the last signature below.

20. Signatures

The parties have read, understand, and voluntarily accept the terms and conditions set forth herein and have executed this Agreement as of the effective date.

INDEMNITOR'S SIGNATURE

INDEMNITEE'S SIGNATURE

Signature: _____

Signature: _____

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