

**HOLD HARMLESS AGREEMENT**

As a condition of the District’s agreement to permit:

the following group/organization: \_\_\_\_\_,

to use the following facilities: \_\_\_\_\_,

on the following date: \_\_\_\_\_,

between the hours of: \_\_\_\_\_ and \_\_\_\_\_,

for the following event: \_\_\_\_\_,

I hereby agree, on behalf of the above-named group/organization, to the following terms and conditions of this Hold Harmless Agreement:

1. The following definitions shall apply in this document:
  - 1.1. “**Franklin School District**” means the Franklin Township Board of Education, members of the Board of Education, and all persons connected to the school district as an employee or volunteer, and their successors and assigns.
  - 1.2. “**Applicant**” means the above-named group/organization, all of its members and participants, and their executors, administrators, assigns, servants and agents.
2. **Applicant** agrees to indemnify and hold harmless the **Franklin School District** for any loss or damage that may arise out of the use of facilities described in this document.
3. As part of this Hold Harmless Agreement, **Applicant** hereby waives all rights to sue or otherwise bring an action against the **Franklin School District**, and hereby releases the **Franklin School District** from any and all liability, related to any loss, damages for any and all damages to persons and/or property, including personal injuries, medical issues and personal losses that may arise during or as a result of the event.
4. As part of this Hold Harmless Agreement, **Applicant** agrees to indemnify and defend **Franklin School District** from any and all liability, related to any loss, damages for any and all damages to persons and/or property, including personal injuries, medical issues and personal losses that may arise during or as a result of the event.
5. This Hold Harmless Agreement covers acts or omissions that are the result of negligence of any person. This includes negligence of the **Applicant** and failure of the **Applicant** to comply with any covenant, condition or obligation contained in the application for use of facilities.

6. Failure of the **Franklin School District** to perform any acts related to the event shall not relieve **Applicant** from this Hold Harmless Agreement.
7. **Applicant** is not released from the obligations of this Hold Harmless Agreement by providing insurance coverage, and this Hold Harmless Agreement shall be in addition to such insurance coverage.
8. This Hold Harmless Agreement shall survive the completion of the event.

**I have carefully read this document and understand its terms.**

**I understand that by signing this document, I am waiving certain legal rights and taking on certain legal obligations, and that if I have any questions regarding this document I should consult an attorney before signing it.**

**I have authority to take binding action on behalf of Applicant.**

On behalf of **Applicant**:

\_\_\_\_\_

Print name:

\_\_\_\_\_

date

**Please read this form carefully before signing.**