



**HOLD HARMLESS/ INDEMNIFICATION AGREEMENT AND INSURANCE REQUIREMENTS**

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The \_\_\_\_\_ (the "Applicant") shall defend, indemnify and hold harmless the Perris Union High School District (the "District") and its Board, officers, agents and employees against any and all claims, demands, losses, damages, court costs, attorney fees, expenses, or costs of any kind or character arising out of Applicant's use of the District's premises, facilities and equipment, regardless of the active or passive negligence on the part of the District, its Board, officers, agents and/or employees which occur by reason of, including but not limited to:

- a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the District or any persons, firm or corporation employed by the District upon or in connection with the activity called for in this Agreement.
- b) Any injury to or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations, including the Applicant, arising from any act of neglect, default, omission, negligence or willful misconduct of the Applicant, its members, agents, or any person, firm or corporation employed by the Applicant, either directly or by independent contract, spectators, participants or guests and attributable in connection with the activity covered by this Agreement, on or off District property. The Applicant, at its own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, or employees and shall pay or satisfy and such claim, demand, liability or judgment rendered against the District, its Board, officers, agents, or employees in any action, suit or other proceedings as a result of, or arising out of the activity called for in this Agreement.

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

This Agreement contains the entire agreement of the parties with respect to the subject matter described herein. The Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral. This Agreement can only be amended through a written document formally executed by the Applicant and the District.

Prior to any use of the District's premises, facilities and equipment, Applicant shall obtain all insurance as required by this Contract and must be evidenced to the District.

**ACTIVITY:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**APPLICANT:**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

**APPLICANT AUTHORIZED AGENT:**  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Applicant Signature (*required for processing*)

\_\_\_\_\_  
 Date

**DISTRICT APPROVAL:**

\_\_\_\_\_  
 Director of Risk Management

\_\_\_\_\_  
 Date