

Indemnification / Hold Harmless Agreement

Prior to the issuance of the special event permit, the applicant must agree to reimburse the city for any costs incurred by the city in repairing damage to city property occurring in connection with the permitted event.

In consideration of being permitted to produce this special event or activity or use of any city property or facilities in connection with this activity, the applicant ("indemnitor") agrees to the following:

1. The indemnitor hereby agrees to release, indemnify and hold harmless the City of Royal City from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the City's right to indemnity or incurred on appeal) resulting from involvement in this event whether caused by any negligent act or omission of the city or otherwise. This agreement shall not apply to any liability resulting from the sole negligence of the city.

2. The indemnitor agrees to reimburse the City for any loss, theft of, or damage to City property, equipment and/or facilities.

3. The indemnitor agrees to comply with all applicable laws, statutes, ordinances, rules and requirements including, but not limited to, not admitting more attendees than designated by Fire Department as safe for the particular event or facility.

4. The indemnitor expressly agrees that this release and hold harmless agreement is intended to be as broad and inclusive as permitted by Washington law and that if any portion thereof is held invalid, notwithstanding, the balance shall continue in full legal force and effect.

5. Falsification and/or misrepresentation in completing this application may result in rate adjustment or event cancellation. Changes to the detailed program require immediate notification to city.

APPLICANT: _____

SIGNATURE OF APPLICANT: _____

DATE