

INDEMNITY AND HOLD HARMLESS AGREEMENT

The undersigned, _____, a Volunteer wishing to perform work for the Village and the Village of Bradner, Ohio enter into this Indemnity and Hold Harmless Agreement as follows:

WHEREAS, Volunteer has requested permission to enter The Bradner Village Park property to clear brush, fallen trees and debris from the walking paths in the wooded areas in the park, that have fallen and accumulated over the winter months; and

WHEREAS, The Village wishes to grant permission to Volunteer to perform said work but requests that Volunteer execute an indemnity and hold harmless agreement in favor of the Village, to protect the Village from liability claims should any injury or damage occur while Volunteer is performing voluntary services for the Village.

NOW THEREFORE, the Village of Bradner, and Volunteer enter into the following agreement:

1. The Village grants permission to Volunteer named above to enter the Bradner Village Park to cut and remove brush, fallen trees and debris from the walking paths through the wooded areas in the Bradner Village Park and properly dispose of the tree limbs, brush and debris, doing so without any payment by the Village.
2. Volunteer acknowledges that he/she is not a Village employee, will establish his/her own schedule and will perform the voluntary work without any direct or indirect supervision by any employee or official of the Village.
3. Volunteer acknowledges that he/she is not performing these services at the request or direction of the Village, but is doing so because of Volunteer's love of the outdoors and desire to see that the Bradner Village Park is maintained to the highest standards possible.
4. Volunteer agrees to defend, indemnify and hold harmless the Village of Bradner from any claim, demand, suit, loss, cost or expense, or any damage which may be asserted, claimed or recovered against or from the Village of Bradner, by reason of any damage to property, personal injury or bodily injury, including death, sustained by Volunteer or any other person whomsoever and which damage, injury, or death, arises out of the activities undertaken in the Bradner Village Park by Volunteer as contemplated by this agreement.
5. This Agreement may be revoked without cause at any anytime by the Village, by serving oral or written notice of revocation on Volunteer.

This agreement enter into this _____ day of _____, 201____ by Volunteer named in the first paragraph above and by Mayor Virgil Shull on behalf of the Village of Bradner, Ohio.

Mayor Virgil Shull

Volunteer:

Print Name: