

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

EVENT HOLD HARMLESS AGREEMENT

For and in consideration of having been granted permission by the Escambia County Board of Commissioners to hold an Event within Escambia County limits, the undersigned hereby agrees on behalf of the organization, to protect and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in conjunction with loss of life, bodily injury or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this event.

The undersigned also agrees to protect and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any present, past or future claims which may be asserted by this organization, or any member of this organization or any participation or third party arising out of or occurring in connection with this event.

That as the consideration of the County entering into this Agreement with the Undersigned, it is agreed and understood that the Undersigned shall indemnify the County against any and all claims or expenses or losses of any type, which are related to or arising from the participation of the Undersigned in this event. The Undersigned agrees and understands that a part of said consideration for this Agreement shall include the Undersigned's promise that any rights to bring suit against the County and any rights to compensation therefrom on any matters arising from or otherwise related to Undersigned's participation in this event have been knowingly and willingly relinquished by the Undersigned under this Agreement.

The Undersigned therefore agrees to save harmless, indemnify, and defend the County, including its subsidiaries and affiliates, its consultants, agents, volunteers, elected and appointed officers, and employees from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liabilities claims and related expenses in connection with the loss thereof, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damages, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss or use thereof, including environmental impairment, arising directly or indirectly on account of or arising out of the Undersigned's participation in this event. The Undersigned's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Undersigned agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Those who are hereby released shall not be stopped or otherwise barred from asserting any expressly reserved right to assert any claim or cause of action they may have against the Undersigned or any others.

This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

By the signature to this document, the undersigned acknowledges that it understands the contents of this document and is voluntarily agreeing to its terms. The undersigned is authorized and holds the actual authority as the president or vice president of this organization to enter into this agreement and the organization has delegated such signatory authority to me.

In witness whereof I/we have hereunto set my/our hand and seal the
_____ Day of _____ in the year _____.

NAME OF EVENT _____

DATE (S) OF EVENT _____

Witness _____
Sponsor's Name _____

Witness _____
Signature of Legally Authorized Representative _____

Printed Name _____

Title _____