AGREEMENT OF USER TO HOLD
CHAWANAKEE UNIFIED SCHOOL DISTRICT HARMLESS

User hereby agrees to indemnify and hold the CHAWANAKEE UNIFIED SCHOOL DISTRICT, it's officers, agents and employees harmless from any claim made against the CHAWANAKEE UNIFIED SCHOOL DISTRICT, it's officers, agents or employees, for any liability, loss, expense, settlement, or judgment which may be incurred by reason of personal injury, bodily injury, death, loss of or injury to property, or loss of any other sort which may be sustained by any person or entity, including, but not limited to , officers, agents or employees of the CHAWANAKEE UNIFIED SCHOOL DISTRICT, officers, agents and employees of User and any other person or entity, arising from or in any way related to, whether directly or indirectly, the activity described below, regardless of whether the injury, loss or damage occurs on or off property of the CHAWANAKEE UNIFIED SCHOOL DISTRICT.

User agrees to so indemnify CHAWANAKEE UNIFIED SCHOOL DISTRICT completely with respect to the claims described herein, regardless of whether any negligence or other fault on the part of the CHAWANAKEE UNIFIED SCHOOL DISTRICT, whether active or passive, in any way caused or contributed to the injury, damage or loss which is the basis of the claim. User further agrees that with respect to any such claims, User will defend all claims, actions or suits which may be brought against the CHAWANAKEE UNIFIED SCHOOL DISTRICT, its officers, agents or employees, and shall pay all cost or expense, including attorney's fees, incurred in the defense of such action, and shall further pay any settlement or judgment made or rendered in any such actions as against the CHAWANAKEE UNIFIED SCHOOL DISTRICT, its officers, agents or employees.

It is further agreed that in the event of any dispute under the terms of this Agreement, the prevailing party in any action shall be awarded attorneys' fees and costs, including such attorneys' fees and costs as may be incurred in the prosecution or defense of any action to determine the rights or liabilities of the parties under this Agreement, and any attorneys' fees or costs which may be incurred prior to the institution of any action because of any dispute which may arise concerning this Agreement.

ACTIVITY:_____

_____

_____

(This is a general description of the activity, only, and does not in any way limit the indemnity right of CHAWANAKEE UNIFIED SCHOOL DISTRICT described above.)

AUTHORIZED AGENT OF USER WHO AGREES, ON BEHALF OF USER, TO THE TERMS OF THIS INDEMNITY AGREEMENT:

User: _____ _____
Print Name Signature/Title

Address:_____

Telephone: _____ Date: _____

AGREED TO BY THE CHAWANAKEE UNIFIED SCHOOL DISTRICT:

_____ _____
Chawanakee Unified Authorized Agent Signature/Title

_____
Date

updated: 2/16 mb