**State of [INSERT STATE]**

**HOLD HARMLESS (INDEMNITY) AGREEMENT**

**Background**

This Hold Harmless (Indemnity) Agreement (the “Agreement”) is created and effective as of the [INSERT DATE] (the “Commencement Date”).

The Agreement is between:

1. [INSERT INDEMNITOR DETAILS] (“Indemnitor” or collectively “Indemnitors”)
2. [INSERT INDEMNITEE ETAILS] (“Indemnitee” or collectively “Indemnitees”)

Collectively the “Parties”.

The Indemnitor will include all of their respective [owners], [directors], [officers], [employees], [agents], [contractors], [subcontractors], [representatives], invitees, [volunteers] and [INSERT OTHER].

The Indemnitee includes all of their respective [owners], [directors], [officers], [employees], [agents], [contractors], [subcontractors], [representatives], invitees, [volunteers] and [INSERT OTHER].

**WHEREAS**, the indemnitor has agreed to [INSERT DESCRIPTION OF BUSINESS/ACTIVITY] (in accordance with the [INSERT AGREEMENT RELATED TO THE ACTIVITIY] dated [INSERT DATE OF AGREEMENT] (the “Activity”).

**NOW THEREFORE**, for the reasons outlined below, and in consideration of the mutual covenants and obligations outlined hereto, with the intention to be legally bound, the Indemnitor and Indemnitee agree to the following terms:

**Indemnification**

1. To the extent permissible by law, the Indemnitor agrees to indemnify, defend and hold harmless the Indemnitee against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the Assignee arising out of or in connection with:
	1. All acts or omissions of the Parties relating to the Activity; or
	2. The enforcement of this Agreement.
2. [The Indemnitors duty to the indemnify the Indemnitee is limited to personal injury, death and property damage]
3. [Nothing in this Agreement shall restrict or limit the Parties general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.]

**Exclusions**

1. This indemnity shall not apply to claims arising due to the negligence or wilful misconduct of the Indemnitee.
2. The Indemnitee cannot be compensated twice. If the Indemnitee has been compensated against a claim under an insurance policy the Indemnitor is not obligated to indemnify them.

**Limitation of Liability**

1. [The Indemnitors total liability for any individual or combined claim shall not exceed $[INSERT LIABILITY CAP]. OR [The Indemnitors liability under this Agreement is unlimited**]**

**Notices**

1. A notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post, recorded delivery or special delivery in each case to that party's address.
2. The Indemnitee must notify the Indemnitor, in accordance with clause 7, of any claim within [INSERT DAYS] business days of becoming aware of such claim.
3. Notices shall describe the nature and details of the claim as well as the basis for indemnification under this Agreement.

**Duty to Defend**

1. The Indemnitor reserves the right to defend any claim brought against them by the Indemnitee in relation to this Agreement.
2. The Indemnitee shall defend, at the expense of the Indemnitor, any defence raised by the Indemnitor in respect of such claim.
3. If the Indemnitor assumes defence of the claim, it cannot be settled without the written consent of the Indemnitee. Such consent cannot be unreasonably delayed or withheld.
4. If the Indemnitee assumes defence of the claim, it cannot be settled without the written consent of the Indemnitor. Such consent cannot be unreasonably delayed or withheld.

**Mutual Representations**

1. The Parties represent and warrant that they the authority to enter into this Agreement.
2. This Agreement legally binds the Parties.

**No Variation and Waiver**

1. No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party for the time being. A waiver of any right or remedy under this Agreement or by law is only effective if it is given in writing and is signed by the party waiving such right or remedy. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

**Survival**

1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 17 shall not affect the validity and enforceability of the rest of this Agreement.

**Entire Agreement**

1. This Agreement (together with the documents referred to in it) constitutes the entire Agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements, and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement (and any documents referred to in it), he does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents. Nothing in this clause 18 shall limit or exclude any liability for fraud.

**Assignment and Other Dealings**

1. No party shall assign, transfer, mortgage, charge, subcontract, declare a trust over a deal in any other manner with any or all of his rights and obligations under this Agreement (or any other document referred to in it) without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Each party confirms that he is acting on his own behalf and not for the benefit of any other person.

**Third Parties**

1. Except as expressly provided elsewhere in this Agreement, no one other than a party to this Agreement, its successors and permitted assignees, shall have any right to enforce any of its terms.

**Joint and Several Liability**

1. The Indemnitors obligations are joint and severally liable.

**Governing Law and Jurisdiction**

1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of [INSERT STATE]. Each party irrevocably agrees that the courts of [INSERT STATE] have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Disputes**

1. If a dispute arises under or in connection with this Agreement (“Dispute”), including any Dispute arising out of any amount due to a party, then before bringing any legal proceedings or commencing any other alternative dispute resolution procedure in connection with such Dispute, a party must first give written notice (“Dispute Notice”) of the Dispute to the other party describing the Dispute and requesting that it is resolved under the dispute resolution procedure described in this clause 23. Disputes arising under this agreement shall be resolved by: (Insert those that apply)
	1. [Bringing proceedings in the courts of Wyoming.]
	2. [Arbitration in accordance with the American Arbitration Association.]
	3. [Mediation. If the parties fail to come to an agreement by mediation, then it shall be resolved through arbitration.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Commencement Date.

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 **Indemnitor Name Indemnitor Signature**

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 **Indemnitor Name Indemnitor Signature**

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 **Indemnitee Name Indemnitee Signature**

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 **Indemnitee Name Indemnitee Signature**