

HOLD HARMLESS AGREEMENT

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This Hold Harmless Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[INDEMNITOR LEGAL NAME], a [STATE] [ENTITY TYPE or individual] with its principal place of business or residence at [INDEMNITOR ADDRESS] (the "**Indemnitor**"); and

[INDEMNITEE LEGAL NAME], a [STATE] [ENTITY TYPE or individual] with its principal place of business or residence at [INDEMNITEE ADDRESS] (the "**Indemnitee**").

The Indemnitor and the Indemnitee are each a "**Party**" and together the "**Parties**."

Recitals. The Indemnitor wishes to [DESCRIBE THE ACTIVITY OR RELATIONSHIP — e.g. use the Indemnitee's property or equipment, perform work on the Indemnitee's premises, participate in an event hosted by the Indemnitee, or operate under a license from the Indemnitee] (the "**Activity**"). As a condition of the Indemnitee permitting the Activity, the Indemnitor agrees to hold the Indemnitee harmless from liabilities arising out of the Activity on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Activity. "**Activity**" means the activity, work, use, or relationship described in the Recitals, including all related access to premises, equipment, and personnel.

1.2 Indemnified Parties. "**Indemnified Parties**" means the Indemnitee and its owners, officers, directors, members, employees, agents, contractors, successors, and assigns.

1.3 Losses. "**Losses**" means all claims, demands, suits, causes of action, damages, judgments, settlements, fines, penalties, liabilities, costs, and expenses, including reasonable attorneys' fees and litigation costs.

1.4 Type of indemnity. This Agreement provides a [SELECT: broad-form / intermediate-form / limited-form] hold harmless. Local law restricts how far one Party may shift responsibility for the other's own negligence; confirm the allowed form with counsel and adjust Section 2 accordingly.

2. Hold Harmless and Indemnification

2.1 Indemnity. To the fullest extent permitted by applicable law, the Indemnitor will indemnify, defend, and hold the Indemnified Parties harmless from and against all Losses arising out of or related to the Activity, including Losses arising from bodily injury, death, or property damage.

2.2 Scope of covered fault. The indemnity in Section 2.1 applies to Losses caused by [SELECT ONE: (a) the Indemnitor's acts or omissions only (limited form); (b) the Indemnitor's and Indemnitee's joint or concurrent fault, in proportion to each Party's share (intermediate form); or (c) any cause arising out of

the Activity, including the Indemnitee's own negligence, to the extent the law allows (broad form)].

2.3 Carve-out for serious fault. Except where a chosen broad form lawfully provides otherwise, the indemnity does not cover Losses caused by the Indemnitee's sole negligence, gross negligence, or willful misconduct.

2.4 Defense. The Indemnitor will, at its expense, defend any covered claim with counsel reasonably acceptable to the Indemnitee, or reimburse the Indemnitee's reasonable defense costs if the Indemnitee elects to control its own defense.

2.5 No limitation of other rights. This Agreement is in addition to, and does not limit, any other right or remedy the Indemnified Parties have at law or under any other agreement.

3. Insurance

3.1 Coverage. The Indemnitor will maintain, for the duration of the Activity, commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence and **[AMOUNT]** in the aggregate, plus any other coverage the Activity reasonably requires.

3.2 Additional insured. On request, the Indemnitor will name the Indemnitee as an additional insured and provide a certificate of insurance evidencing the required coverage and a waiver of subrogation in the Indemnitee's favor where available.

3.3 Primary coverage. The Indemnitor's insurance is primary and non-contributory with respect to the indemnity in Section 2, to the extent its policies permit.

3.4 Indemnity not limited by insurance. The Indemnitor's obligations under Section 2 are not limited by the amount or availability of insurance.

4. Procedure for Claims

4.1 Notice. The Indemnitee will give the Indemnitor prompt written notice of any claim for which it seeks indemnity; a delay in notice reduces the Indemnitor's obligation only to the extent the delay actually prejudices the defense.

4.2 Cooperation. The Parties will cooperate reasonably in the defense and settlement of any covered claim and will provide access to relevant records and witnesses.

4.3 Settlement. The Indemnitor may not settle a claim in a way that imposes any liability, payment, or admission on an Indemnified Party, or that does not fully release the Indemnified Parties, without the Indemnitee's prior written consent.

5. Representations and Warranties

5.1 Authority. Each Party represents that it has full authority to enter into this Agreement and that the signer is authorized to bind it.

5.2 Compliance. The Indemnitor will conduct the Activity in compliance with all applicable laws, permits, safety standards, and the Indemnitee's reasonable rules.

5.3 Qualified personnel. The Indemnitor represents that it and its personnel are adequately trained, licensed, and equipped to conduct the Activity safely.

6. Term and Survival

6.1 **Term.** This Agreement begins on the Effective Date and continues for the duration of the Activity and any period during which related claims may be brought.

6.2 **Survival.** The Indemnitor's obligations under Sections 2, 3, and 4 survive the completion of the Activity and the termination of this Agreement and continue until all applicable limitation periods have expired.

7. General Provisions

7.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

7.2 **Anti-indemnity limits.** The Parties acknowledge that some jurisdictions limit or void agreements that indemnify a party against its own negligence, particularly in construction and certain consumer settings. If any part of this Agreement exceeds what local law allows, that part is automatically reduced to the maximum permitted, and the rest remains in effect.

7.3 **Assignment.** The Indemnitor may not assign this Agreement without the Indemnatee's prior written consent. The indemnity benefits the Indemnatee's successors and assigns.

7.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

7.5 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

7.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect, reduced as needed under Section 7.2. A Party's failure to enforce a provision is not a waiver.

7.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

INDEMNITOR	INDEMNITEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: [TITLE or N/A]
Date: _____	Date: _____

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