# HOLD HARMLESS AGREEMENT & LIABILITY WAIVER

For use of Block Party Trailer from Duck River Baptist Association

Date(s) of Use: _____

Name of Applicant: _____

Mailing Address: _____ State: ___ Zip: _____

The term "trailer" in this document includes all the contents therein as well as the vehicle itself.

## HOLD HARMLESS AGREEMENT

The person or organization using the trailer(s) hereby agrees to indemnify and hold harmless Duck River Baptist Association, its agents, staff, and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted transportation and use of the trailer(s) or any activity associated with the conduct of the user's transportation and use of the trailer(s), including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the Duck River Baptist Association acting within the scope of their employment. Further, the trailer(s) user agrees to indemnify the Duck River Baptist Association and any of its agents, staff, and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the user's transportation and operation of the trailer(s) and the equipment it contains for their event.

## LIABILITY WAIVER

The user of the trailer(s) agrees for itself and/or its agents or volunteers associated or to be associated with the transportation and operation of the trailer(s), to waive and relinquish all claims that may result in any manner against the Duck River Baptist Association, its staff, and authorized volunteers from said use of said transportation and use of trailer(s), except acts caused by the willful and wanton misconduct by employees of the Duck River Baptist Association acting within the scope of their employment.

## AUTHORIZED SIGNATURES

I hereby attest that I am authorized to bind the user of the trailer(s) as indicated by their signature, their agents, or volunteers associated or to be associated with the activity for which the trailer(s) is being sought, to the terms of this agreement. I have read and understand and do hereby agree to abide all regulations and requirements outlined herein. I/we hereby agree to meet all requirements for proper use of the trailer(s) and its equipment, financial responsibility and all other aspects of the use of the Block Party Trailer(s) from the Duck River Baptist Association, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the reservation and use of the trailer(s).

Signature: _____ Date: _____

Printed Name: _____

Printed Title: _____