

BISHOP PETERSON COUNCIL 4442
37 Main Street
Salem, NH 03079

SANTA MARIA PARADE FLOAT
INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") is entered into this _____ day of _____, in the year, _____ by and between Bishop Peterson Council 4442 (the "Council") and _____ (the "Borrower").

WHEREAS, the Council owns the Santa Maria Parade Float ("Float");

WHEREAS, Borrower has requested to use said Float for a parade;

WHEREAS, Borrower understands and acknowledges that the use and operation of a Float is a dangerous activity which involves known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damages to persons and/or property and that such risks cannot be eliminated;

WHEREAS, Borrower represents and warrants to the Council that it is fully insured to operate said Float and it carries liability insurance to cover property damage and physical injury to others;

WHEREAS, as a condition to use said Float, the Council desires the Borrower to agree to indemnify the Council for any cause of action arising out of, or related to, the Borrower's possession or use of the Float.

NOW, THEREFORE, in consideration of the mutual promises made herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Council and the Borrower intending to be legally bound, knowingly and voluntarily agree as follows:

1. **Safety.** The Borrower shall, during its use and possession of the Float, comply with all federal, state, and municipal enactments applicable to the use and operation of the Float, and shall ensure that acceptable safety standards are adhered to during the time that the Borrower shall possess, use, or operate the Float
2. **Uses of Float.** The Borrower shall pick up the Float from the Council's 37 Main St, Salem, New Hampshire location on _____, _____ (month, year) at _____ AM / PM, and return the Float to the same location in the same condition in which it was received, on or before _____, _____ (month, year) at _____ AM/PM. The Borrower shall use the Float only for its designed purpose, and shall insure that all persons operating the Float will not carry on, or allow to be carried on, any activity, or take any action, what will increase the hazard of liability or any kind. Borrower shall pay for any loss or damage to the Float while it is in Borrower's possession or control or otherwise from the time Borrower picks up the Float until the time the Float is returned to the Council.
3. **Indemnity.** The Borrower shall indemnify, defend and hold harmless the Council from and against any and all claims, demands, suits, losses, liabilities, damages (including consequential, punitive or special damages), obligations, payments, costs and expenses (including, without limitation, the costs and expenses of any and all actions, suits, proceedings, assessments, judgments, settlements and compromises relating thereto, and attorneys' and other professional fees and disbursements in connection therewith) asserted against, suffered or incurred by the Council relating to, resulting from, or arising out of Borrower's possession, control or use of the Float. This indemnity shall continue in full force and effect during and after such time as the Borrower shall possess, control or use the Float.
4. **Release and Waiver.** The Borrower agrees to release, waive and discharge the Council (including, but not limited to, its officers, directors, agents, employees, staff, and volunteers) of all liabilities, claims, actions, damages, costs or expenses of any kind or nature whatsoever, including attorney and paralegal fees (whether incurred before or at trial, or in appellate or other proceedings) which the Borrower may have against the Council arising out of or in any way connected to this Agreement or to the possession or use of the Float.

5. Proof of Insurance. The Borrower agrees, upon request, to provide the Council with proof of liability insurance to cover property damage and physical injury to others.
6. Final and Binding. This agreement is the final writing and supersedes any prior discussions or agreements. This Agreement shall be binding upon any of the Borrower's personal representative, officers, members, successors, agents, assigns and other legal representatives upon execution of this Agreement.
7. Amendment and Modification. This Agreement may be amended, modified, or supplemented only by written agreement signed by the Council and the Borrower.
8. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Hampshire. The parties to this Agreement hereby agree and consent to the exclusive jurisdiction of the courts of the State of New Hampshire and the United States District Court for the State of New Hampshire, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suits, action or other proceeding arising out of any of the obligations contained herein or with respect to the transactions contemplated hereby, and expressly waive any and all objections they may have as to venue in any such courts.

IN WITNESS WHEREOF, the Council and the Borrower have executed this INDEMNITY AGREEMENT as of the date first written above.

BISHOP PETERSON COUNCIL 4442

Signed: _____

Print Name: _____

Title: _____
(Grand Knight or Deputy Grand Knight)

Witness

BORROWER

Signed: _____

Print Name: _____

Title: _____

Witness