

JOINT SCHOOL DISTRICT NO. 2, Meridian
911 Meridian Street, Meridian, Idaho, 83642
(208) 888-6701

**HOLD HARMLESS AGREEMENT FOR PARTICIPATION IN ACTIVITIES
AND/OR USE OF FACILITIES**

Joint School District No. 2 is frequently requested to cooperate with other agencies in promoting youth activities. Occasionally such cooperation poses possible liability exposures to the district. This agreement provides assurance to Joint School District No. 2 that the cooperating agency agrees to accept the additional liability risks, and to defend and hold the district harmless in case of claims arising out of the identified activity. Such activities include, but are not limited to, ski trips, field trip activities, and rental or use of school facilities and grounds.

A. INDEMNITY

_____, Shall defend, indemnify and hold harmless Joint School District No. 2, all of its officers, agents, employees, the State of Idaho, and its political subdivisions from and against any and all demands, suits, actions, claims, loss of damage of any kind, character of description, whether or not meritorious, and by whomsoever made or caused, in any manner arising out of or accruing by reason of or in relation to any act or omission of _____, its agents, servants or representatives, or any occurrences, incidents, or injuries connected with the activity, _____.

B. LIABILITY INSURANCE AND DAMAGE

Prior to the activity, _____ shall procure and prepay all premiums on a comprehensive general liability insurance policy issued by an entity licensed to engage in the insurance business in Idaho. Said policy shall contain standard liability insuring agreements naming the Owner as an additional insured with _____. The limits of said policy shall be not less than the following amounts:

\$300,000.00 for injuries to, or wrongful death of, any one person in any one (1) accident;

\$1,000,000.00 for injuries to, or wrongful death of, all persons in any one (1) accident;

\$100,000.00 for damage to, or loss of property in any one (1) accident.

_____ shall furnish to Joint School District No. 2 a certificate of insurance at least five (5) working days prior to the activity. Said certificate of insurance shall show compliance with this paragraph and give ten (10) days prior notice of cancellation to Joint School District No.2.

_____ shall be primarily responsible to Joint School District No. 2 for any and all damage of any nature and by whomsoever caused to Joint School District No. 2 property arising out of the aforementioned activities but not limited to, any consequential damages Joint School District No. 2 may suffer because of loss of use of school facilities.

C. NON-ASSIGNABILITY

This Agreement is not assignable by _____ without the express and written consent of Joint School District No.2.

D. MISCELLANEOUS

This Agreement shall be construed pursuant to the laws of the State of Idaho. It is agreed that the State of Idaho is the place of the formation of this Agreement and that this Agreement constitutes the whole of the parties' understanding and may not be modified except as provided herein or by a writing signed by each party hereto. The individual signing below as an officer or a representative warrants that he/she has the actual authority to sign this Agreement on behalf of the cooperating agency.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 20_____.

Cooperating Agency:

Owner:

Joint School District No. 2, Meridian

By: _____
Authorized Agency Administrator

By: _____
Authorized Agency Administrator