

TUOLUMNE COUNTY RECREATION DEPARTMENT

Use of Facilities INDEMNIFICATION

In consideration of the use of _____ (Facility), the _____

_____ (Group/Organization) hereinafter known as (SPONSORING ORGANIZATION), shall hold the COUNTY OF TUOLUMNE, hereinafter known as the (COUNTY), its agents, officers, employees and volunteers harmless from, save, defend and indemnify the same against, any and all claims, losses and damages for every cause, including, but not limited to injury to person or property, and related costs and expenses, including reasonable attorneys fees, arising directly or indirectly out of any act or omission of (SPONSORING ORGANIZATION) its agents, officers, employees, or commission or volunteers, during the performance of its obligation under this Agreement.

Standard Insurance Requirements

The (SPONSORING ORGANIZATION) shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the (COUNTY). The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Recreation Department and Risk Manager of the (COUNTY) by registered mail, return receipt requested, for the following stated insurance policy:

General Liability Insurance, with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall indicate on the certificate of insurance the following coverage and indicate the policy aggregate limit applying to premises and operations and broad form contractual.

If at any time said policy shall be unsatisfactory to the (COUNTY), as to form or substance or if a company issuing such policy shall be unsatisfactory to the (COUNTY), the (SPONSORING ORGANIZATION) shall promptly obtain a new policy, submit the same to the Recreation Department and Risk Manager for approval and submit a certificate thereof as herein above provided. Upon failure of the (SPONSORING ORGANIZATION) to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the (COUNTY) may be forthwith declared suspended or terminated. Failure of the (SPONSORING ORGANIZATION) to obtain and/or maintain any required insurance shall not relieve the (SPONSORING ORGANIZATION) from any liability under this agreement, nor shall the insurance requirements be constructed to conflict concerning indemnification. The (COUNTY) shall be named as an additional insured on all insurance policies required herein.

The (COUNTY) shall forward a copy of this signed Indemnification Agreement to your insurance carrier.

Sponsoring
Organization _____

Date(s) of Use _____

Authorized Signature _____ Date _____

Title _____

Recreation Director _____ Date _____