

# ACTIVITY HOLD HARMLESS AGREEMENT HOLD HARMLESS AND INDEMNITY AGREEMENT

This Activity Hold Harmless and Indemnity Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [INDEMNITOR NAME], with an address of [INDEMNITOR ADDRESS] (the "Participant"), and [INDEMNITEE NAME], a Corporation with an address of [INDEMNITEE ADDRESS] (the "Operator").

## 1. Activity

The Participant is voluntarily participating in the following activity (the "Activity"): [DESCRIBE THE ACTIVITY SERVICES OR TRANSACTION].

## 2. Assumption of Risk

The Participant acknowledges that the Activity carries **inherent and other risks** that cannot be eliminated, including risks of bodily injury, permanent disability, property damage, and death, and **voluntarily assumes all such risks**. This Agreement is in addition to, and does not replace, any separate release of liability or waiver the Participant may sign.

## 3. Indemnification and Hold Harmless

To the fullest extent permitted by the law of [STATE], the Participant shall **indemnify, defend, and hold harmless** the Operator, its officers, directors, employees, agents, instructors, volunteers, affiliates, insurers, successors, and assigns (the "Indemnified Parties") from and against any and all claims, demands, actions, losses, damages, liabilities, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees) ("Losses"), including without limitation Bodily Injury, Property Damage, Third Party, arising out of or relating to (a) the Participant's participation in the Activity, (b) the Participant's breach of this Agreement, (c) the Participant's negligence or willful misconduct, or (d) any third-party claim related to the Participant's conduct in the Activity.

**Form.** This indemnity is in the **Intermediate** form.

**Carve-out.** This indemnity does not extend to Losses to the extent caused by the Indemnified Parties' gross negligence, recklessness, willful or wanton misconduct, intentional acts, or violation of law.

## 4. Duty to Defend

The Participant's duty to defend arises upon tender.

## 5. Notice; Survival

Notice within 15 days. Obligations survive for 3 years following the Activity.

## 6. General Provisions

**Governing Law.** State of [STATE].

**Venue.** Exclusive venue in San Francisco, [STATE].

**Attorneys' Fees.** Prevailing Party recovers reasonable fees.

**Acknowledgments.** The Participant represents that the Participant is at least 18, of sound mind, has read and understood this Agreement, had opportunity to consult counsel, and signs voluntarily.

**Severability; Entire Agreement; Counterparts; Electronic Signatures.** Standard terms; ESIGN Act recognized.

### Signatures

#### Participant

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

#### Operator

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE