



Village of Brookfield

WAIVER AND HOLD HARMLESS AGREEMENT FOR ORGANIZATION

In consideration of the _____ (name of organization) and its Members, employees, volunteers or guests, being allow to participate in **Adopt-A-Spot**, the undersigned hereby recognizes, acknowledges and assumes any and all risk pertaining to the _____ (name of organization) participation in the Activity.

To the fullest extent permitted by law, the _____ (name of organization) hereby agrees to defend, indemnify and hold harmless the City/Village of Brookfield, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses (including attorneys fees), which may in anywise accrue against the City/Village of Brookfield, its officials, agents and employees, arising in consequence of the _____ (name of organization) participation in the Activity, or which may in anywise result therefore, except that arising out of the sole legal cause of the City/Village of Brookfield, its agents or employees. The _____ (name of organization) shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City/Village of Brookfield, its officials, agents and employees, in any such action, the _____ (name of organization) at its own expense, satisfy and discharge the same.

The undersigned shall provide the City/Village of Brookfield a certificate of insurance reflecting coverage for general liability coverage in satisfactory amounts. The City/Village of Brookfield, its officials, agents, employees and volunteers are to be covered as additional insured as respects the _____ (name of organization) participation in the Activity.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Waiver and Hold Harmless Agreement on behalf of the _____ (name of organization).

Agreed this _____ day of _____, 20____.

Name of Organization

Signature of Authorized Person

Title