



Hold Harmless and Indemnity Agreement

I, _____ (Permit Holder), have expressed the desire to utilize a Park, Facility, Athletic Field, Athletic Facility or Active Park Area owned by SAMLARC as stated on this application.

We, SAMLARC, agree to provide access to a field or facility to meet the use requested on this application, as availability and priority of use allow. Submission of a Special Park Use Permit Application does not constitute approval. Approval is given according to the Athletic Field Use Allocation Policy, park/field/facility availability, following fees are paid and when a permit is issued.

NOW, THEREFORE, for and in consideration of the covenants herein contained, performed and to be performed, the parties here to agree as follows:

1. SAMLARC shall schedule access to, and make all provisions for, Permit Holder to enter and use permitted facility as required to fulfill the purpose of the Agreement.
2. SAMLARC shall designate the SAMLARC Park Use and Sports Field Manager to act as the SAMLARC representative with respect to the use of the Park, Facility, Athletic Field, Athletic Facility or Active Park Area contemplated hereunder. Such person shall have complete authority to transmit instructions, receive information and interpret and define all SAMLARC requirements in connection with said use.
3. Permit Holder hereby agrees to defend at Permit Holder’s own cost and to indemnify and hold harmless SAMLARC, its elected and appointed boards, officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with the performance of the Special Park Use Permit and the use of SAMLARC Community Property (including but not limited to such liability, costs, damage, loss, claim or expense, arising from the death or injury to an agent, member, invitee, or employee of Permit Holder or of SAMLARC or damage to the property of Permit Holder, or of SAMLARC or of any agent, member, invitee or employee of Permit Holder.) Permit Holder, in addition to the foregoing, shall specifically indemnify and save harmless SAMLARC, and any and all of SAMLARC officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the use of said SAMLARC Community Property or safety of materials or equipment supplied by SAMLARC or others at the direction of SAMLARC and used in the performance of the purposes herein. Initial_____

This Hold Harmless and Indemnity Agreement, the exhibits hereto and any special provisions to which the Hold Harmless and Indemnity Agreement is subject may only be altered, amended or rescinded by a duly executed written agreement.

Applicant’s Name (Print)

Applicant’s Signature

Date

Park Use Manager (Print)

Signature

Date