

STATE OF GEORGIA
COUNTY OF DOUGLAS



STANDARD EVENT HOLD HARMLESS AGREEMENT

This Agreement is made by and between _____, (hereinafter "Participant"), and the Douglas County Board of Commissioners, (hereinafter "County"). In consideration for receiving permission to use the property located at _____, (hereinafter "Property"), Participant hereby releases, waives, discharges, and agrees to hold harmless for any and all purposes, Douglas County, Georgia, its Board of Commissioners, elected officials, officers, directors, agents or employees from any and all damages, losses, liabilities, claims, illness, demands, bodily injury or personal injury, including death, that may be sustained by Participant, its employees, volunteers, agents, affiliates, or any third-party participant during its use of the Property.

In addition to providing due care for event, equipment, pedestrian and general safety, the Participant will abide by all health regulations and policies as defined by Douglas County's Environmental Health Department. The Participant further agrees to use reasonable care to prevent damage to the Property and assumes full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained as a result of any act of negligence by Participant.

INSURANCE

When deemed necessary by the County's Office of Risk and Safety, the Participant shall provide and maintain insurance coverage with the policies and limits of liability as determined by the Risk Manager / Safety Director. All insurance coverage shall be on a per occurrence basis and shall name Douglas County Board of Commissioners as Additionally Insured and as the Certificate Holder. The Participant agrees to provide Douglas County with copies of all insurance policies listed on the certificate of insurance upon request.

Acceptance of insurance certificates required under this Agreement does not relieve the Participant from liability under this Agreement. This Agreement shall apply whether or not such insurance policies have been determined to be applicable to any such damages or claims for damages. The Participant shall reimburse Douglas County for all costs and expenses (including but not limited to fees and charges of attorneys and other professionals and court costs) incurred by the Douglas County Board of Commissioners in enforcing the provisions of this Agreement.

The indemnification and hold harmless provisions of this Agreement shall survive the execution and delivery of this Agreement and shall protect the County for all claims arising from said event regardless of when the claim is made. This Agreement shall be governed by the laws of the State of Georgia.

This _____ day of _____, 20_____.

Participant/Authorized Representative's Signature

Printed Name: _____

Witness Signature

Printed Name: _____