



## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT “HIGH RISK ACTIVITY”**

Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Central Unified School District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and /or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting for the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitations, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injuring to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's facilities and/or active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

The City's obligations under the preceding sentence shall apply regardless of whether DISTRICT, or any of their officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct of DISTRICT or any of their officers, officials, employees, agents or authorized volunteers. Nothing herein shall constitute a waiver by City of governmental immunities including California Government Code Section 810 et seq.

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Name (Print)

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Signature

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Date