

MARPLE NEWTOWN SCHOOL DISTRICT
HOLD HARMLESS AGREEMENT

(To accompany application for use of school buildings or grounds)

In consideration of permission granted by Marple Newtown School District for the use of its school buildings and grounds, the applicant agrees to assume all risk of damage or injury to property of, or damage, injury or loss of life to, its members or agents, or of and to any person or persons invited or permitted by applicant, its members or agents, upon the school grounds or within school buildings, in connection with applicant's activities, arising out of the use of such school buildings or grounds, or fixtures appurtenant thereto or furnishings presently thereon, arising by reason of the condition of such school buildings or grounds, or fixtures appurtenant thereto or furnishings, thereon, or arising by reason of any activity conducted by applicant, its members or agents, on school buildings or grounds.

The applicant agrees to indemnify, protect, and save harmless the Marple Newtown School District, its officers, agents, and employees, from and against any and all liabilities, claims and demands, charges, expenses (including counsel fees and costs), for loss, damage or injury to property, or loss, damage, injury or loss of life of an spectators or person or persons invited or permitted by applicant, its members or agents, upon school grounds or within school buildings, in connection with its activities, or by reason of the above recited risk of loss or injury assumed by applicant, whether arising in whole or in part from negligence of the School District.

If permission if given by the School District to the applicant to store, place or install fixtures, appliances or personal property of any nature upon school grounds or within school buildings, the applicant agrees to assume all risks of loss or damage of any kind or nature, caused by any means, to such property belonging to applicant, placed or stored by it temporarily or permanently on such grounds or within school buildings, and applicant assumes all risk of loss, damage, injury or loss of life to any person or persons at any time, caused or arising out of or by reason of the storage, placement or installation of such property, whether arising in whole or in part from negligence of the School District.

Applicant agrees to indemnify, protect and save harmless the Marple Newtown School District, its officers, agents and employees, from and against all liabilities, claims, demands, charges, expenses (including counsel fees and costs), for loss, damage or injury in any manner arising out of or by reason of such storage, placement or installation. Applicant agrees to remove such property upon demand, and if necessary, to restore school grounds or school buildings to their former condition.
