



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT COMMUNITY USE OF SCHOOL FACILITIES (POLICY 705)

Name of Organization: _____ *

FEIN: _____ Tax Exemption Certificate #: _____

Contact Name: _____ Phone#: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

** Please note: Sales tax (6.5%) must be collected unless a valid Consumer's Certificate of Exemption is provided*

The above named user (hereinafter referred to as the "Releasor") of Volusia County School Board property for itself, its employees, agents or servants hereby agrees to indemnify and hold harmless the School Board of Volusia County, Florida, its members, employees, agents or servants (hereinafter collectively referred to as the "School Board Releasees"), for any loss which School Board Releasees_ may suffer as a result of any claim, action or lawsuit which may be brought against it by any person or persons claiming injury to person or property, including intellectual property resulting in any way from the use of Volusia County School Board property by Releasor, its agents, servants, invitees and/or employees.

It is hereby understood that the obligation of indemnification will be enforceable by the School Board of Volusia County, Florida, notwithstanding the fact that any claim or damage to person or property be resolved by mutual agreement of the School Board of Volusia County and the person or persons claiming injury to person or property. The School Board expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of either party for damages, attorney's fees and costs regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort.

Indemnification will include in addition to any sums paid to the claimant, any attorney fees, litigation costs or other charges sustained by the School Board of Volusia County as a direct result of the negligent and/or intentional conduct of the user, its agents, servants, invitees and/or employees.

ORGANIZATION REPRESENTATIVE (PRINT)

TITLE

ORGANIZATION REPRESENTATIVE (SIGN)

DATE