

INDEMNIFICATION & HOLD HARMLESS AGREEMENT

THIS AGREEMENT made on this ____ day of ____ by and between ____, (Hereinafter referred to as “Vendor”), and BLAIR ACADEMY, (hereinafter referred to as “Blair” or “School”), collectively referred to as “Parties.”

WHEREAS, Blair operates a private boarding school in the Township of Blair New Jersey and seeks to offer different services and experiences to the student and faculty residing on campus and participating in the School’s activities; and

WHEREAS, the School has entered into an agreement with the Vendor to provide certain services to the student, faculty and/or other guests while on Blair’s property; and

WHEREAS, for the consideration of \$1 (one dollar) and other valuable consideration, including consent to operate on Blair property, the Vendor provides the School the following Hold Harmless and Indemnification Agreement regarding their services while on Blair property as follows:

NOW, THEREFORE, the Vendor does agree as follows:

1. **Insurance:** Vendor shall purchase and maintain insurance as required by law, or that it deems adequate to protect itself from claims in a Workers’ Compensation Act, liability insurance for claims for damages due to bodily injury, including personal injury, sickness, disease or death of any person or persons, or damage to any property arising out of or connected with its use pursuant to this Agreement, provided however, in no event shall such liability insurance be less than \$1,000,000. (one million dollars) per occurrence and \$3,000,000.00 (three million dollars) in the aggregate. All insurance policies shall be in the manner and form acceptable to Blair and copies of the same shall be provided to Blair prior to their work on campus. The insurance policies shall include a rider or other provision designating that Blair is an additional insured and there shall be a thirty (30) day notice of revocation. Said policies shall not be a claims made type of policy.
2. **Release of liability:** Vendor acknowledges that it is an independent contractor. The Vendor agrees to indemnify and hold the School harmless against any and all loss, damage, cost and expense which the Vendor may suffer, incur, pay or expend by reason of, arising out of, or as a result of activities on School property. This indemnification shall extend to any and all claims, demands, complaints, liabilities, suits, causes of action, judgments or damages of any nature whatsoever sustained by the School or any other person or persons for bodily injury, or for injury to or loss of property resulting from, caused by, or arising out of the activities on School property by the Vendor, its agents, servants or employees. The Vendor acknowledges that this Agreement constitutes a waiver and full and final release of any and all claims against the School, including its administration, directors, agents, officers, volunteers, students and employees.
3. **Assumption of risk:** The Vendor is aware that participation in the activities on School property described above may involve some risk of bodily injury or damage to personal property. The Vendor is

voluntarily participating in said event with knowledge of the danger(s) involved and hereby agrees to accept any and all risks of injury, death and property damage.

4. **Illegal use prohibited:** The Vendor agrees that it will not undertake any illegal activity during its attendance at and/or use of the Property for any purpose prohibited by law.
5. **Reimbursement:** Vendor agrees to reimburse the School for any and all expenses, attorney fees or other costs incurred in the enforcement of this Agreement, including reasonable defense costs and attorney's fees in the event a legal claim or lawsuit is asserted against the School as a result of such permitted use.
6. **Modification & waiver:** No change or modification of this Agreement shall be valid unless said change or modification is in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless said waiver is in writing and signed by each of the parties hereto.
7. **Severability:** The Vendor agrees that this release and waiver of liability, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey and agrees that if any portion of this Agreement is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, the balance, notwithstanding, shall continue in full force and effect.
8. **Governing law:** This Agreement shall be enforceable before the Courts of the State of New Jersey only and shall be construed in accordance with the laws of the State of New Jersey.
9. **Acknowledgement:** By executing this Agreement, the Vendor acknowledges that it has had an opportunity to read this Agreement, fully understands its terms and agrees to be bound by same. The Vendor further understands that it has given up substantial rights by signing this Agreement and has signed it freely and without any inducement or assurance of any nature.

IN WITNESS WHEREOF, the undersigned has set its hands and seal as of the date first above written.

Date:

ATTEST:

Name of Vendor

Authorized representative signature

Witness