

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR SPECIAL EVENT
(CITY PARKS)**



This Hold Harmless and Indemnification Agreement, referred to as the Agreement, is executed by _____, (“Indemnitor”), in favor of the City of Green Cove Springs, a Florida municipal corporation, (“City”) on this _____ day of _____, 201____.

RECITALS

WHEREAS, since the City is the owner of Spring Park, the City Pool, Vera Francis Hall Park, and Augusta Savage Arts & Community Center, referred to collectively as “Parks”; and

WHEREAS, since the Indemnitor has requested that the City make available:

- Spring Park, 200 Spring Street,
- Pool, 229 Walnut Street,
- Vera Francis Hall Park, 1400 Martin Luther King Jr., Blvd., or
- Augusta Savage Arts & Community Center, Thomas Hogan Memorial Gymnasium, 415 Lemon Street.

; and

WHEREAS, the Indemnitor and its guests, referred to collectively as Invited Parties, are using a portion of the City Parks, described as: _____ referred to as the “Designated Area” for the purposes of a _____, referred to as the “Event” to be held on _____ [date], and the City has agreed to permit that use of the Designated Area on the condition that the Indemnitor covenants and agrees to the terms and conditions of this Agreement and all other Rules and Regulations attached hereto and by reference made a part hereof.

THEREFORE, in consideration of the City allowing the Indemnitor to conduct the Event in the Designated Area, and for \$ _____ and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the City, the Indemnitor covenants and agrees as follows:

1. The Indemnitor shall indemnify, defend and hold free and harmless the City, its volunteers, employees, agents, attorneys, insurance carriers, subsidiaries and affiliates, and the tenants, visitors and occupants of City Parks, referred to as the Releasees, and each of their respective guests, agents, servants, employees, officers and directors from and against any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorney’s fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of the Indemnitor, the Invited Parties, their agents, servants, employees, and their respective guests and invitees, and any other attendees of the Event, whether invited or uninvited, on or adjacent to City Parks and surrounding City-owned lands on the above dates in connection with the use and occupancy of the Designated Area for the Event including, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property.

2. The Indemnitor, on behalf of itself, its employees, agents, the Invited Parties, and any and all parties who utilize the Designated Area for the purposes of the Event, referred to collectively as the Releasors, releases, acquits and forever discharges the City, Releasees, their successors, assigns, agents, attorneys, insurance carriers, affiliates, subsidiaries, agents and employees of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which the Releasors now have or may ever have against the City, Releasees, their successors, assigns, affiliates, subsidiaries, agents and employees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by the Releasors or the property of the Releasors occurring on, at or about City Parks and surrounding City-owned lands, parking structures, parking areas, driveways, roads and appurtenant facilities adjacent, resulting during the time that the Releasors are occupying or using the Designated Area and surrounding City-owned lands for the purposes of the Event.

3. Notwithstanding that the Indemnitor shall have full responsibility for the conduct and management of the Event in a safe, lawful and non-disruptive manner, the Invited Parties shall obey all requests of the City Manager or his/her designee as to any matter regarding the conduct of the Event, including, without limitation, the number of persons attending and the ending time for the Event.

4. This Agreement contains the entire Agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.

5. The Indemnitor represents to the City that no alcoholic beverages will be sold, provided, or consumed by the Indemnitor or the Invited Parties at the Event without specific authority granted by the City Council.

6. The Indemnitor represents and warrants to the City that it has the full right, power, and authority to execute this Agreement.

7. Notwithstanding any terms of this Agreement to the contrary, nothing contained herein in paragraphs 1 through 6, shall be construed or interpreted to waive the City's sovereign immunity or to increase the dollar limit of the City's liability beyond that which is set forth in Section 768.28, Florida Statutes, as amended.

8. The City may cancel this Agreement on giving the Indemnitor seven (7) days written notice.

The Indemnitor has executed this Agreement on the date first written above.

Indemnitor: _____

City of Green Cove Springs:

By: _____

Printed Name: _____

Its: _____

By: Danielle J. Judd (jwc)

Danielle J. Judd, City Manager

Witness:

Attest:

By: _____

Printed Name: _____

By: Julia W. Clevinger (jwc)

Julia W. Clevinger, CMC, City Clerk

Approved as to form only:

By: L. J. Arnold, III (jwc)

L. J. Arnold, III, City Attorney