

HOLD HARMLESS

NAME OF ORGANIZATION/USER

will be referred to as **USER** from this point forward. **USER** shall indemnify, save harmless and defend the **City of Wildwood**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **City of Wildwood**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **User's** use of the named Facilities / Equipment, including all suits or actions of every kind or description brought against the **City of Wildwood**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the FACILITY(IES) / EQUIPMENT, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.

The above **USER** shall inspect the described FACILITY (IES) / EQUIPMENT prior to the use of the FACILITY (IES) / EQUIPMENT and report any defective, hazardous or dangerous conditions found at the FACILITY (IES) / EQUIPMENT to An Appointed Recreation Supervisor and/or Public Works Supervisor at (609) 522-5837 or (609) 522-2942, and **USER** shall immediately cease the use of the FACILITY (IES) / EQUIPMENT until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES) / EQUIPMENT, **USER** shall immediately report to the **City of Wildwood** any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES) / EQUIPMENT.

INSURANCE

Notwithstanding the indemnification and defense obligations of the **USER**, **USER** shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from **User's** use of the FACILITY(IES) / EQUIPMENT, whether it is to be used by the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER** or by anyone for whose acts any of them may be liable.

USER shall be required to name the **City of Wildwood** as an "Additional Insured" on the **User's** policy of commercial general liability insurance, and simultaneously with the delivery of the executed Use of Facilities Agreement or Special Event Application, **USER** shall provide the **City of Wildwood** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **City of Wildwood** has been designated as an "Additional Insured" where required. The **USER** shall also provide the Additional Insured Endorsement page(s) to be included with the Certificate. On or before the renewal date of said policy, **USER** shall be required to provide the **City of Wildwood** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **City of Wildwood** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized representative of the **USER** and the **City of Wildwood** on

This _____ day of _____, 20_____.

USER (SIGNATURE)

CITY REPRESENTATIVE (SIGNATURE)

USER (PRINT NAME)

CITY REPRESENTATIVE (PRINT)