

INDEMNIFICATION AND LIABILITY INSURANCE

It is mutually understood and agreed that the indemnification and insurance requirements stated below are endorsed to and apply as conditions of the permit to which this form is attached. It is further agreed that any indemnification and insurance requirements in such permit are deleted and replaced by the following requirements.

INDEMNIFICATION

Permittee hereby waives all claims and recourse against the Box Elder County School District (District) including the right to contribution for loss or damage by reason of death or injury to persons or damages to property whether the person or property of Permittee, its agent or employees, or third persons arising from, growing out of, or in any way connected with or incident to Permittee's use of the premises to which the attached permit relates. Permittee shall indemnify, hold harmless and defend the District, its officers, directors, agents and employees against any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), actions or liability whatsoever arising out of Permittee's use of the premises to which the attached permit relates. This shall not be interpreted, however, to relieve the District from responsibility for claims, loss or damage by reason of death or injury to persons or damage to property, whether the person or property of the employees, or third persons arising from, growing out of, or in any way connected with or incident to negligent or intentional acts of the District, its employees or the condition of the premises to which this permit relates for which the District has responsibility.

LIABILITY INSURANCE

Permittee shall purchase and maintain during the terms of this permit, comprehensive general liability insurance that provides protection from any and all claims for which Permittee has responsibility, as set forth above, and which may arise from its use of the premises to which this permit relates. Said insurance shall provide coverage with limits of at least \$500,000. The District, its board members, officers, employees and agents shall be named as additional insureds, when allowed by Permittee's insurance carrier.

The Permittee shall provide a Certificate of Liability insurance on an approved form which evidences the coverage required hereby. This Certificate shall be properly executed with an original signature of the authorized agent of the insurance company and submitted to the District within fifteen (15) days after the issuance of the permit attached hereto. Permittees who do not have liability insurance may purchase Special Events insurance coverage. (See attached application.)

Permittee

Box Elder School District

Date

Date