



HOLD HARMLESS AGREEMENT

Please read the following thoroughly, fill in all blanks, sign and return before the event date.

I / WE _____

for and in consideration of assistance from the City of Elgin, Special Events Department, 150 Dexter Ct, Elgin, Illinois, 60120, hereby agrees to indemnify and hold harmless the City of Elgin, Illinois its agents, public officials, officers, employees and authorized volunteers, from and against any and all actions, claims, damages, losses or expenses arising out of the permitted activity or any activity associated with the conduct of the applicant/permittee's operations, including, but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by the employees of the City of Elgin acting within the scope of their employment. Furthermore, the applicant/permittee agrees to indemnify the City of Elgin and any of its agents, public officers, officials or employees and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the applicant/permittee's operations and/or use of public property.

LIABILITY WAIVER:

The applicant/permittee agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which this assistance is being sought, to waive and relinquish all claims that may result in any manner against the City of Elgin, its agents, public officers, officials or employees and authorized volunteers from said applicant, except for acts caused by the willful and wanton misconduct by employees of the City of Elgin acting within the scope of their employment.

I have read and understand the above hold harmless and liability waiver.

Signature

Date