

INDEMNIFICATION AGREEMENT

I, _____ specifically and expressly agree to defend, indemnify, and hold harmless the TOWN OF FRIDAY HARBOR and all its officers, officials, employees, and agents from and against any claim, damage, liability, cost, penalties, attorney fees, etc. of whatsoever kind on account of death or injury of any or all persons involved and/or on account of all property damage of any kind whether tangible, intangible, or loss of use resulting therefrom, to any party arising from or in any matter connected with the EVENT taking place on publicly owned property, by an act or omission or negligence of the TOWN OF FRIDAY HARBOR or any of its officers, officials, employees, or agents except to the extent prohibited by law.

I, _____ specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51, RCW, or similar laws or other jurisdictions, and by signature below acknowledge that this waiver was mutually negotiated and agreed to by these parties. In the event of litigation between the parties to enforce the rights under this indemnity provision, reasonable attorney's fees shall be allowed to the prevailing party.

Signature

date

TOWN OF FRIDAY HARBOR

date