



INDEMNITY/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold the City of Sterling Heights (City), its elected and appointed officials, employees, and volunteers and others working in behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, including volunteers and participants, or anyone acting in its behalf in connection with or incident to the_____

except that the Organization shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Organization shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced thereunder, and the Organization shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense, including but not limited to, costs, attorney's fees and settlement expenses which may be incurred therein.

Organization Name: _____

Authorized Signature: _____

Print Name and Title: _____

Address: _____

Phone: _____

Date: _____