

INDEMNIFICATION AGREEMENT

This Agreement made this ____ day of _____, 200____, by and between the Frederick County Parks and Recreation Division ("Division") and _____ ("Organization").
[Print Full Legal Name of Organization]

- A. The Division has previously required Organization to provide a waiver of liability agreement signed by each participant who engages in recreational, sports or athletic activities on property controlled or utilized by the Division.
- B. The Division has previously required Organization to provide a waiver of liability agreement signed by the parent or guardian of each minor participant who engages in recreational, sports or athletic activities on property controlled or utilized by the Division.
- C. Organization has indicated to the Division that Organization finds it difficult to provide the required signed waiver of liability agreements, and that Organization considers it unduly burdensome to provide the required waiver of liability agreements to the Division.
- D. Organization has requested Division to, in lieu of providing the required waiver of liability agreements from each participant and the parent or guardian of each minor participant, allow Organization to execute this Indemnification Agreement, by which Organization agrees to assume all responsibility for any liability that might be incurred by the Division, or the Board of County Commissioners of Frederick County, Maryland ("BOCC") arising out of, or in any way related to, the conducting of recreational, sports or athletic activities by Organization on property controlled or utilized by the Division.
- E. At the direction of the BOCC, and consistent with its ongoing efforts to collaborate with and ease the administrative burdens on Organization, the Division has agreed to the request of Organization to enter into this Indemnification Agreement under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the representations, covenants and warranties set forth herein, the Division and Organization hereby agree:

- 1. The recitals set forth in Paragraphs A through D, inclusive, set forth above are incorporated by reference as through more fully set out herein.
- 2. Organization represents, covenants and warrants to the Division that all participants permitted, allowed or suffered by Organization to engage in recreational, sports or athletic programs on property controlled or utilized by the Division meet all applicable standards, requirements, policies, rules and regulations of the Division relating to such activity.
- 3. Prior to the execution of this Indemnification Agreement, Organization has procured a policy of insurance in form and amount and from an insurer as acceptable to the Frederick County Division of Risk Management, which insurance names the BOCC as an additional insured on such policy of insurance.
- 4. Organization represents, covenants and warrants that such insurance will be maintained in full force and effect at all times during which Organization permits, allows or suffers participants to engage in recreational, sports or athletic activities on property controlled or utilized by the Division.

5. In addition to the insurance referred to above, Organization further represents and warrants that Organization will protect, indemnify and save harmless the Division, the BOCC, and their respective agents, employees and representatives, against any and all liability, suit, action, claim, demand, loss, expense or cost of any kind or nature, including court costs and attorneys' fees, incurred by or asserted or imposed against the Division, the BOCC, or any and all of their respective agents, employees and representatives, which arises out of or is in any way related to the conduct by Organization of recreational, sports or athletic activities on property controlled or utilized by the Division.

6. The representations, covenants and warranties of Organization herein will survive the cessation by Organization of recreational, sports or athletic activities on property controlled or utilized by the Division.

7. No portion of this Indemnification Agreement may be changed, waived or modified except by a separate written document executed by the parties hereto.

8. The invalidity of any paragraph, clause or provision of this Indemnification Agreement shall not affect the validity of the remaining provisions.

9. Organization represents, covenants and warrants that the person executing this Indemnification Agreement on Organization's behalf has been duly authorized by a formal act, duly performed in accordance with its charter, by-laws or other governing documents, to execute this Indemnification Agreement on behalf of Organization. Organization further represents, covenants and warrants that it will not challenge or raise as a defense in any dispute, action, suit or proceeding relating to this Indemnification Agreement either (1) the authority of the person executing this Agreement on its behalf, or (2) the insufficiency of the action taken by Organization authorizing such person to execute this Agreement on behalf of Organization.

10. This Indemnification Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

11. This Agreement constitutes the sole agreement of the parties as to the matters set forth herein. The parties agree that any and all prior discussions, agreements or understandings relating to the contents and terms of this Agreement are merged herein, and that neither party to this Agreement is relying on any promise, claim, agreement or understanding relating to the terms of this Agreement that is not expressly set forth above.

IN WITNESS WHEREOF, the parties have put their hand and seal the day and year first above written.

[Print full legal name of Organization]

Witness

By: _____ (SEAL)
(Signature of person signing on behalf of Organization)

[Print full name of person signing on behalf of Organization]

ATTEST:

Witness

FREDERICK COUNTY PARKS AND RECREATION DIVISION

By: _____
Director