

Hold Harmless Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Hold Harmless Agreement

This Hold Harmless Agreement (this "Agreement") is made on [Date] between [Indemnifying party's full legal name or business name] of [Indemnifying party's address] (the "Indemnifying Party") and [Indemnified party's full legal name or business name] of [Indemnified party's address] (the "Indemnified Party").

The Indemnifying Party will

[Describe the activity, use, or engagement, e.g. use the premises for a private event, operate equipment, or perform work on the property]

at [Location where the activity takes place] on [Date(s) of the activity, if different from the signing date] (the "Activity"). The Activity may expose people who are not a party to this Agreement, or property that is not owned by either Party, to a risk of injury, loss or damage. This Agreement sets out the Indemnifying Party's promise to cover the Indemnified Party against claims that those third parties may later bring because of the Activity.

1. The Parties and the Activity

The Indemnifying Party confirms having the right and, where the Activity involves equipment, premises or a vehicle, any licence or permission needed to carry out the Activity as described above.

The Indemnified Party's owners, officers, employees, contractors and agents are each an "Indemnitee" for the purposes of this Agreement, and together the "Indemnitees". A "Third-Party Claim" is a claim, demand, action or proceeding brought against an Indemnitee by anyone who is not a Party to this Agreement, including a claim for bodily injury, death, or damage to property.

2. Indemnification and Hold Harmless

The Indemnifying Party shall indemnify, defend and hold harmless each Indemnitee from and against any and all Third-Party Claims, and all losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys' fees) arising out of, connected with, or resulting from the Activity or the Indemnifying Party's acts or omissions in connection with it — regardless of whether the underlying event occurs during the Activity itself or is discovered afterward.

This is a promise to cover claims brought by someone outside this Agreement, and it runs forward from the date of this Agreement for as long as clause 6 provides. It is not, and does not replace, a release of any claim the Indemnifying Party might otherwise bring against the Indemnified Party directly — see clause 3.

3. What This Agreement Does Not Cover

This Agreement covers only Third-Party Claims as defined in clause 1. It does not release, waive or affect any claim the Indemnifying Party has, or may come to have, against the Indemnified Party directly, and it does not release any claim the Indemnified Party has, or may come to have, against the Indemnifying Party directly — those are governed by whatever other agreement, if any, applies between the Parties, not by this one. A Party that also wants a release of claims between the two of them needs a separate liability waiver; this Agreement does not create one.

The Indemnifying Party is not required to indemnify an Indemnitee for the portion of any Third-Party Claim caused by that Indemnitee's own negligence, gross negligence, recklessness, or wilful or intentional misconduct, or by the Indemnified Party's breach of this Agreement or of applicable law. Some places restrict how far one party can be made to indemnify another at all, particularly for the indemnified party's own fault — see the disclaimer accompanying this document.

4. Notice and Defense of Claims

The Indemnified Party shall give the Indemnifying Party prompt written notice of any Third-Party Claim it receives that may be covered by this Agreement, describing the claim in reasonable detail. A delay in giving notice does not relieve the Indemnifying Party of its obligations under this Agreement except to the extent the delay actually prejudices the Indemnifying Party's ability to defend the claim.

The Indemnifying Party may assume and control the defense of a covered Third-Party Claim with counsel of its own choosing, at its own expense, provided it does so diligently and keeps the Indemnified Party reasonably informed. The Indemnified Party shall cooperate as reasonably requested and may participate in the defense with its own counsel at its own expense. Neither Party shall settle a covered claim in a way that admits fault by, or imposes any obligation on, the other Party without that Party's written consent.

5. Insurance

The Indemnifying Party shall maintain [Type of insurance, e.g. commercial general liability] insurance with coverage of at least [Minimum coverage amount, e.g. \$1,000,000 per occurrence] for the duration of the Activity, and shall provide the Indemnified Party with proof of that coverage on request.

[Add "The policy shall name the Indemnified Party as an additional insured" if that applies, or write "not required" if no insurance requirement applies]

Maintaining insurance does not limit the Indemnifying Party's obligations under clause 2 — it is a way of backing that promise, not a substitute or a cap on it, unless the Parties state a cap in writing elsewhere in this Agreement.

6. Term and Survival

This Agreement takes effect on the date above and continues until the Activity is complete. The indemnification obligations in clause 2 survive completion of the Activity and continue to apply to a Third-Party Claim arising from the Activity for [Survival period, e.g. three (3) years] after the Activity ends, even though this Agreement has otherwise ended.

7. Governing Law and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Illinois] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Agreement is the entire agreement between the Parties about indemnification for the Activity and replaces any earlier discussion or understanding about it. It may only be amended in writing signed by both Parties. If any provision of this Agreement is held unenforceable, the rest continues in force, and a failure to enforce any provision is not a waiver of it.

This Agreement may be signed by electronic signature and in counterparts, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Indemnifying Party

Signature:

Printed name:

Company:

Title:

Date:

Indemnified Party

Signature:

Printed name:

Company:

Title:

Date: