

**STILLWATER TOWNSHIP
RECREATION COMMISSION
CLEAN-UP DAY 2020**

RE: HOLD HARMLESS CLAUSE

(Participant) _____ agrees to indemnify and hold harmless the (Entity) Township of Stillwater and the Stillwater Recreation Commission and their agents, employees, or assigns from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, and/or expenses, including any and all attorneys' fees and expenses incurred, arising out of or resulting from Participants attendance or involvement in Stillwater Township Clean-Up Day, regardless of whether such demand, claim, suit, cause of action, loss, penalty, or expense is incident to or arises out of conditions or omissions permitted by any indemnity.

The Participant agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with Stillwater Township Clean-Up Day to be held on Saturday, September 26, 2020 and to the fullest extent permitted by law, the Participant shall defend and indemnify the Township of Stillwater and the Stillwater Township Recreation Commission from all such claims including without limitation claims for which the Township of Stillwater and the Stillwater Recreation Commission may be claimed to be liable by reason of its own independent negligence.

The Participant shall defend and indemnify the Township of Stillwater and the Stillwater Recreation Commission from all such claims, including without limitation, claims for which the Township of Stillwater and the Stillwater Recreation Commission may or may not be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this section.

We ask that your organization is in compliance with the latest CDC Guidelines for Outdoor Activities and follow SOCIAL DISTANCING and MASK wearing guidelines when social distancing isn't possible.

Participant Signature: _____ Printed Name: _____

ENTITY: _____

Date: _____