Agreement to Release, Indemnify and Hold the Santa Cruz City-County Library System Harmless

A. In consideration for the Santa Cruz City-County Library System (hereinafter known as “Library”) agreement to allow Permittee ____________________________ to use the Facility named ____________________________ hereto, Permittee hereby agrees on behalf of itself, its agents and employees, to indemnify and hold harmless the Library and the Library’s representatives, officers, agents, employees and volunteers (hereinafter jointly referred to as “Releasees”) for all damage, loss, claims, suits or action of any kind or nature whatsoever, including attorney fees brought for or on account of damage to property, or injuries to, or health of any person, resulting or alleged to have resulted directly or indirectly, wholly or partially, from the use of the Facility for the Event or from the conduct of the Event sponsored by Permittee at the Facility.

B. Permittee further agrees to indemnify Releasees against, and hold Releasees harmless from, all damage, loss, claims, suits or action of any kind whatsoever, including attorney fees, which Releasees may sustain or incur, in whole or in part, as a consequence of the Permittee’s negligence or intentional misconduct in the use of the Facility or the conduct of the Event sponsored by Permittee at the Facility.

C. In further consideration of the Library’s agreement to allow Permittee to use the Facility, Permittee hereby agrees not to assert any claim against, sue, attach the property of, or prosecute Releasees for injury or damage alleged to have been caused in whole or in part by Permittee’s use of the Facility or the conduct of the Event sponsored by Permittee at the Facility, or any other activity undertaken by Permittee at or about the Facility with or without the Library’s permission.

Signed:____________________________________________ __________________
____________________________________________       Date: _______ ______________________
(Print Name)