

**ST. JOHN’S CHURCH**  
**HOLD HARMLESS AGREEMENT**

I/We, the authorized representative(s) of \_\_\_\_\_ (hereafter the “**Lessee**”) of the city of \_\_\_\_\_, state of \_\_\_\_\_, will use a portion of the building and grounds of St. John’s Episcopal Church, 4 Fountain Square, Larchmont, NY (hereafter the “**Church**”) from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, for the purpose of \_\_\_\_\_, hereafter referred to as the “**Activity**”.

To the fullest extent permitted by applicable law, neither the Church nor its Vestry members, employees or other agents shall be liable to the Lessee, the Lessee’s members, employees or other agents (if applicable) or the Lessee’s guests, whether or not invited by the Lessee to use the Church facilities, for any losses, claims, damages or liabilities (collectively, “**Damages**”) arising out of, related to or incurred in connection with the Activity or otherwise arising out of, related to or incurred in connection with the Lessee’s use of the Church’s building and grounds, including any Damages attributable to property damage, personal injury or death. The Lessee acknowledges and agrees that the Lessee alone shall be responsible for any such Damages and hereby releases the Church and its Vestry members, employees, and other agents from any claim for any such Damages.

As part of the consideration for being allowed to use a portion of the Church’s building and grounds, as well as any of the Church’s appliances and fixtures, during the Activity, the Lessee shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Church and the Church’s Vestry members, employees, and other agents, on an after-tax basis, against any Damages arising out of or related to or incurred in connection with the Activity (including any such Damages arising out of the direct participation of the Church’s Vestry members, employees or other agents in the activity in any form or fashion) or otherwise arising out of, related to or incurred in connection with the Lessee’s use of the Church’s building and grounds, including any Damages attributable to property damage, personal injury or death.

The Lessee represents that, as of each date on which the Lessee will use the Church’s facilities, the Lessee will have general liability insurance with coverage limits of one million dollars (\$1,000,000). The Lessee agrees to name the Church as an additional insured on the Lessee’s general liability insurance policy and shall provide proof of such additional insurance coverage to the Church prior to the first date on which the Lessee uses the Church’s facilities.

Each of the undersigned represents that he or she is authorized to sign this Agreement; that he or she understands that the terms of this Agreement are contractual and not mere recital; and that he or she has signed this Agreement of his or her own free act and volition. Each of the undersigned further states and acknowledges that he or she has fully informed himself or herself of the content of this Agreement by reading it before he or she signed it.

[THE REST OF THIS PAGE LEFT BLANK]

I/We have executed this Hold Harmless Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_