

SAMPLE

INDEMNIFICATION / HOLD HARMLESS / WAIVER AGREEMENT

THIS INDEMNIFICATION / HOLD HARMLESS / WAIVER AGREEMENT (this

“Agreement”) is made the _____ day of _____, 20 ____, by _____
_____ (insert name of individual/organization/business
entity) having an address at _____
(the “Indemnifying Party”).

RECITALS

1. **Indemnification and Hold Harmless**

The Indemnifying Party agrees to indemnify, defend and hold harmless _____ **(insert name of Diocesan entity/parish)**, its directors, officers, trustees, agents, representatives, employees, attorneys, parents, subsidiaries, affiliates, partners, members, and all others acting on its behalf (hereinafter the “Indemnified Part”) from and against any and all claims, damages, losses, obligations, liabilities, fines or costs of any kind whatsoever, including attorneys’ fees, which result from its negligent acts, omissions, willful misconduct, or other conduct.

The Indemnifying Party further agrees to indemnify the Indemnified Party for any actions arising out of a claim that the execution of this Agreement constitutes a breach of another agreement. The Indemnifying Party agrees to indemnify the Indemnified Party for any actions on its part in entering into this Agreement, which may be a breach of any other agreement to which the Indemnifying Party either is or was a party.

The Indemnifying Party further agrees to irrevocably and forever waive any and all rights that it may have to commence any legal action or proceeding against the Indemnified Party arising out of any and all claims, damages, losses, obligations, liabilities, fines or costs of any kind whatsoever, including attorneys’ fees, which may result from the Indemnifying Party’s conduct.

2. **Attorneys’ Fees, Costs and Expenses**

The Indemnifying Party’s obligation to indemnify, defend, and hold harmless shall include payment of any legal fees, expenses, witness fees, or other such costs incurred by the Indemnified Party.

3. Entire Contract: Amendment Alteration or Modification

This Agreement sets forth the entire agreement and understanding with respects to the indemnification contemplated herein and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. This Agreement cannot be amended, altered, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof waived, unless confirmed in writing signed by the Indemnified Party, which explicitly references the existence and waiver of the terms contained in this Agreement.

4. Severability

If any provision of this Agreement shall contravene or be held invalid under the laws of any jurisdiction, this Agreement shall be construed as if it did not contain such provision, and the rights, remedies, warranties, representations, covenants and provisions hereof shall be construed and enforced accordingly in such jurisdiction and shall not in any manner affect such provision in any other jurisdiction, or any other provisions of this Agreement.

5. Governing Law: Jurisdiction

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Indemnifying Party consents to personal jurisdiction in the State of New Jersey and agrees that any action arising out of this Agreement shall be brought in a court of an appropriate jurisdiction in the State of New Jersey.

6. Authorization

The Indemnifying Party warrants that it has the full capacity and authority to execute and deliver this Agreement, which is legally binding and enforceable against the Indemnifying Party, and not other person or entity is required to join in or approve the execution of the Agreement.

7. Successors and Assigns

All the terms, covenants, representations and warranties of this Agreement shall be binding upon and insure to the benefit of and be enforceable by, the parties hereto and their legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Indemnifying Party has caused this Indemnification/Hold Harmless/Waiver Agreement to be executed as of the date first written above.

Indemnifying Party Signature & Date

Parish Representative/Parish Witness

Individual / Business / Organization
(Please Print)

Parish Name & Address