

# CHALICE UNITARIAN UNIVERSALIST CONGREGATION

2324 Miller Avenue, Escondido CA 92029  
760-737-0393 ChaliceUUCongregation.org

## RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This HOLD HARMLESS AGREEMENT (“Agreement”) is made on \_\_\_\_\_ [date] by and between Chalice Unitarian Universalist Congregation, 2324 Miller Avenue, Escondido, CA 92029 (“Chalice”) and \_\_\_\_\_ [name of individual] on behalf of \_\_\_\_\_ [organization if applicable], located at \_\_\_\_\_ [address], phone number: \_\_\_\_\_.

WHEREAS, \_\_\_\_\_ desires to use the Chalice premises for \_\_\_\_\_ [activity] and desires to hold Chalice harmless from any claims and/or litigation arising out of the use of the Chalice facilities.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Chalice and \_\_\_\_\_ hereby agree as follows:

### TERMS

- 1. General Release of Liability.** \_\_\_\_\_, for and in consideration for the use of the Chalice premises, does hereby release and forever discharge Chalice, and its officers, trustees, personnel, employees, agents, contractors, invitees, or volunteers, successors and/or assigns from any claims, demands, damages, actions, causes of action or suits of any kind, which may arise out of or in any way relate to the use of the Chalice premises for the activity listed above.
- 2. Hold Harmless.** \_\_\_\_\_ shall fully defend, indemnify, and hold Chalice, and its officers, trustees, personnel, employees, agents, contractors, invitees, or volunteers, successors and/or assigns harmless from any and all claims, lawsuits, demands, causes of action, liability, loss, damages and/or injury arising out of, or in any way connected to the use of the Chalice premises listed above. This indemnification applies to and includes the payment of all penalties, fines, judgments, awards, attorneys’ fees and related costs or expenses incurred by Chalice.
- 3. Authority to Enter into Agreement.** Each party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective party.
- 4. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 5. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach,

**6. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the prevailing party, if any shall be entitled to recover reasonable attorneys' fees and costs.

**7. Entire Agreement.** This Agreement contains the entire agreement between the parties related to the matter specified herein, and supersedes any prior oral or written statements or agreements between the parties.

**8. Enforceability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The intent of the parties is to provide as board an indemnification as possible under California law, which shall govern this Agreement.

Chalice Unitarian Universalist Congregation

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

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

\_\_\_\_\_  
[Organization if applicable]

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

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

\_\_\_\_\_  
Individual [if applicable]