

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

This Release, Waiver and Indemnification Agreement is hereby given by \_\_\_\_\_ (“Indemnitor”), on the one hand, in favor of Washington City, Utah, DJ Lex LLC; and all other employees, sponsors, businesses, donors, volunteers, organizers, and fundraisers.

**RECITALS**

WHEREAS, Indemnitor is a vendor at the \_\_\_\_\_; (hereinafter the “EVENT”); to be held the day of \_\_\_\_\_ 20\_\_\_\_\_, at properties owned, managed, controlled or administered by Washington City, Utah and DJ LEX LLC.

WHEREAS, Indemnitor recognizes the potential for risk of harm to persons and property at the City of Washington; and WHEREAS, Indemnitor desires that Indemnitees not be at risk for activities of the vendors at the EVENT, including the activities of Indemnitor, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

**AGREEMENT**

Indemnitor hereby releases Indemnities and forever waives Indemnitor’s claims against Indemnitees for any and all claims, causes of action, damages, demands, penalties, and costs, including attorney fees that arise in relation to the EVENT.

Indemnitor acknowledges that this Release applies to all claims or causes of action which currently exist or which have existed, or which may arise or are discovered in the future in relation to Indemnitor’s activities at the

**EVENT**

Indemnitor intends this to be a complete and total release of all claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by Indemnitor or believed by Indemnitor, and this Release and Waiver shall be construed as broadly as the law allows to accomplish this stated intention. Indemnitor represents and agrees that they will take no legal action of any kind against Indemnitees in relation to the EVENT.

Indemnitor shall indemnify and hold Indemnitees harmless for any and all claims, demands, losses, costs, obligations, and liabilities Indemnitees may incur or suffer in direct or indirect relation to Indemnitor’s acts or omissions at the EVENT.

Indemnitor shall also indemnify and hold Indemnitees harmless from any and all claims, demands, losses, costs, obligations and liabilities that Indemnitees may incur or suffer as a result on Indemnitor’s breach of any agreement, covenant, or warranty in this Agreement. Indemnitor shall further indemnify and hold Indemnitees harmless from any and all liabilities, claims, and causes of action arising from operation of the EVENT. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of Utah and shall be binding upon Indemnitor’s heirs, successors, agents or assigns and shall be for the benefit of (i) Indemnitees, their employees, officers, agents, affiliates, agents and assigns and (ii) all Washington City employees, volunteers, businesses, donors, sponsors, organizers, and fundraisers.

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_