

Indemnity Agreement Form A

Indemnity Agreement _____
("User") and Weber School District have agreed that User may use the District's

_____ [buses, building, etc. and details of the use]. Inconsideration of the District's allowance of the use, to the fullest extent permitted by law User will indemnify, hold harmless and, at the option of the District, defend the District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest from and against all claims, lawsuits, damages, losses and expenses, including but not limited to attorneys' fees and costs of litigation, or other liabilities or losses of any kind or nature whatsoever arising out of or in any way related to the use of the District facility, property, or vehicle, as described above, by User, it's employees, agents, volunteers, attendees, and invitees including, but not limited to, death or bodily injury to any user of a building or passenger in a District vehicle, or damage or destruction to any property of either party to this agreement. This indemnity applies even where a claim, lawsuit, damage, injury, death or property damage arises out of the negligence of the District, or its Board, officers, agents, representatives or employees. For purposes of this indemnity agreement, User agrees that any driver of District vehicles is an agent of User and any act, negligent, intentional or otherwise, of the driver is considered to be an act of User and not the District and any such act will not be considered to be negligence of the District. User agrees that it shall have no recourse against District its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest and User waives, on behalf of itself and its insurers, if any, any and all rights of recovery, including but not limited to subrogation rights, against District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest. To the extent any part or portion of this indemnity agreement is held to be unenforceable the parties intend that that part or portion be reformed to be consistent with the law and public policy and that it be enforced to the fullest extent permitted by law and that all other parts be enforced. This indemnity agreement is not intended to waive any defense available as to third parties under the Utah Governmental Immunity Act, Utah Code Ann. § 63-30d-101 et. seq.

Organization Name

Address

City, State, Zip

Phone

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date