

ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

PARISH, SCHOOL OR INSTITUTION: SETON CENTER

ACTIVITY PARTICIPANT OR FACILITY USER _____

DATE (s) OF ACTIVITY OR USAGE _____

TYPE OF ACTIVITY OR USAGE _____

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH, SCHOOL, OR INSTITUTION against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER or any of their agents, family members, officers, volunteers, helpers, partners, organizational members or associates that arise out of the above named ACTIVITY OR USAGE at the above named PARISH, SCHOOL, or INSTITUTION.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH, SCHOOL, OR INSTITUTION for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE that takes place during the above identified DATE(S) OF THE ACTIVITY OR USAGE that is brought against the PARISH, SCHOOL, OR INSTITUTION by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, SCHOOL, OR INSTITUTION, its employees or agents or ACTIVITY PARTICIPANT OR FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY _____

NAME (Please Print) _____

DATE _____

FACILITY USAGE INDEMNITY AGREEMENT

PARISH, SCHOOL OR INSTITUTION: SETON CENTER

FACILITY USER _____

DATE(S) OF FACILITY USAGE _____

TYPE OF FACILITY USAGE _____

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH, SCHOOL OR INSTITUTION and the ARCHDIOCESE OF MOBILE against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates that arise out of the above identified FACILITY USEAGE at the above named PARISH, SCHOOL, OR INSTITUTION.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, SCHOOL OR INSTITUTION that provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH, SCHOOL OR INSTITUTION and the ARCHDIOCESE OF MOBILE named as a "Additional Insureds" on its general liability policy for the DATE(S) OF THE FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims that arise out of FACILITY USER'S operations or are brought against the PARISH, SCHOOL OR INSTITUTION OR THE ARCHDIOCESE OF MOBILE by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guest, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH< SCHOOL OR INSTITUTION or the ARCHDIOCESE OF MOBILE.

If and only if FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH, SCHOOL OR INSTITUTION and the ARCHDIOCESE OF MOBILE for any claim or cause of action whatsoever arising out of or related to the usage that takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH, SCHOOL, OR INSTITUTION or the ARCHDIOCESE OF MOBILE by the above named FACILITY USER or its employees, agents, partners, family members , students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, SCHOOL OR INSTITUTION or the ARCHDIOCESE OF MOBILE, its employees or agents, or the negligence of any other individual or organization. If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY _____

(Must be an official agent of FACILITY USER)

NAME (please print) _____

DATE _____