LIABILITY WAIVER And

INDEMNITY AGREEMENT

Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Episcopal Church (“\_\_\_\_\_\_\_”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(User), for the following period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

For, and in consideration of, permission to use a portion of the premises of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Episcopal Church and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, User hereby waives and agrees to indemnify and hold harmless \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Episcopal Church and its agents, servants, and employees from any cost, loss, or expense resulting from an injury, loss, damage, or liability of whatever nature arising out of the use of the premises of \_\_\_\_\_\_\_\_\_\_\_\_\_\_Episcopal Church by User, no matter how caused (whether by negligence or otherwise), provided that such indemnity shall not apply to any injury, loss, damage, or liability arising solely from the willful misconduct of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Episcopal Church or its agents, servants, or employees. This waver and indemnity shall include waiver of and indemnity against all costs, expenses, and liabilities including without limitation attorney fees and other costs incurred in connection with any injury, loss, damage, or claim or proceeding brought thereon or the defense thereof.

This agreement may be amended only in a writing executed by both parties.

The undersigned represents that he or she is duly authorized to execute this Indemnity on behalf of the User.

 User Name:

 BY:

 Signature

 Printed Name of Signer

 Title in Organization

 Date