

**HOLD HARMLESS AGREEMENT**

This Hold Harmless and Indemnification Agreement (“Agreement”) is entered into by and between \_\_\_\_\_ hereinafter called Lessee, and Ware Episcopal Church and the Diocese of Virginia, hereinafter called “Lessor,” on this \_\_\_\_\_ day of \_\_\_\_\_ in Gloucester, Virginia.

**Agreement**

**This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of Ware Episcopal Church and The Diocese of Virginia (hereinafter referred to as Ware Episcopal Church), a non-profit religious institution. References to Ware Episcopal Church include the Trustees of the Lessor, its individual trustees, employees, and volunteers.**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Agree to indemnify and hold harmless Ware Episcopal Church from any and all claims, liabilities, demands, damages, debts, costs, expenses, lawsuits or judgments of any nature, including reasonable attorney’s fees, based upon or arising out of any personal illness, bodily injury, death or tangible property damage, theft or loss caused by, resulting from or arising out of Lessee’s or its vendors in preparation of, during, and following use of premises.
2. Understand that the Lessor shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment and in such event Lessee shall indemnify and hold harmless Lessor for any such claims paid, including Lessor’s reasonable attorney’s fees incurred resulting from such claim.
3. Understand that In the event any claim or suit is brought against Lessor within the scope of this Agreement, Lessee shall pay for legal counsel chosen by Lessor to defend against such claim or suit.
4. Understand and agree that this Acknowledgement of Risk Release, Indemnification and Hold Harmless Agreement shall be construed and enforced in accordance with the Commonwealth of Virginia law, and the undersigned consents to the jurisdiction of the Commonwealth of Virginia and federal courts and is binding upon the undersigned, and the heirs, successors, assigns and personal representatives of each.
5. Acknowledge that before signing this Acknowledgement of Risk, Release, Indemnification and Hold Harmless Agreement, each of the undersigned has read it; understands its terms and that it affects important legal rights; signs it voluntarily as his/her free act and deed; and intends to be legally bound by it.

WARE EPISCOPAL CHURCH, LESSOR

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

\_\_\_\_\_, LESSEE

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