

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is being made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, located at \_\_\_\_\_ (“Indemnitor”) and \_\_\_\_\_, located at \_\_\_\_\_ (“Indemnitee”).

**WHEREAS**, Indemnitee seeks protection against any personal liability, claim, action, suit, loss, or damage that may result from the Indemnitee’s participation in the below-described Activity/Activities.

**WHEREAS**, Indemnifier sees to minimize any hardship Indemnitee may suffer as the result of any personal liability, claim, action, suit, loss, or damage that might result from the Indemnitee’s participation in the below-described Activity/Activities.

**IN CONSIDERATION THEREOF**, and a condition of Indemnifier and Indemnitee entering into this Agreement and of other valuable consideration, such receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby acquiesce as follows:

**INDEMNIFICATION.** Indemnitee seeks to be protected from the below-defined Activity/Activities (“Activity”):

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Indemnifier hereby agrees to indemnify and hold harmless Indemnitee, its respective subsidiaries or other affiliates, officers, agents, or employees, or permitted successors and assigns against any and all from any and all claims, including but not limited to, liability, demands, and causes of action of any kind arising from or related to any loss, damage, punitive damages, reasonable legal fees and costs of whatsoever, which result from the above-referenced Activity.

Further, Indemnatee wholly agrees to cooperate with Indemnifier in defense of any such claim or legal action against it, which Indemnatee seeks to be Indemnified for. Indemnifier agrees to use its best efforts and act in good faith to ensure Indemnatee is indemnified and reimbursed to all expenses including but not limited to fines, judgments, settlements, and any other amounts actually and reasonably acquired in relation with the defense of any claim or legal action resulting from Indemnatee's participation in such Activity.

**EXCEPTIONS.** Indemnifier shall not be required to indemnify Indemnatee for any judgments, fines, expenses, settlements, and other obligations incurred as a result of the Indemnatee's participation in the Activity/Activities:

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**TERMINATION.** This Indemnification Agreement may be terminated at any time either by either Party by written notice to the other respective Party.

**REPRESENTATIONS AND WARRANTIES.** Both Parties understand and represent that they are completely authorized to enter into this Agreement. The performance and obligations of either the Parties will not infringe upon or violate the rights of any third-party or infringe or violate any other agreement between the Parties, individually, organization, business, any other person, or any law or governmental regulation.

**SEVERABILITY.** If any term or provision of this Indemnification Agreement is found invalid, unenforceable, or illegal in any jurisdiction, such shall not affect any other term or clause of this Agreement nor invalidate or deem unenforceable, such term or clause in any other jurisdiction.

**WAIVER.** No waiver by either Party of any of the clauses hereof shall be effective unless explicitly provided in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in relation to any failure, default, or breach not expressly identified by written waiver, either or similar or different character, and whether such occurs before or after such waiver. No failure to exercise or delay to any right, power, privilege, or remedy arising from this Indemnification Agreement shall operate or be considered as a waiver. Neither shall a single or any partial exercise of any such right, remedy, power, or privilege preclude any other exercise of right, remedy, power, or privilege.

**AMENDMENTS.** This Indemnification Agreement may only be amended or terminated in writing agreed to and signed by both the Indemnifier and the Indemnatee.

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Indemnifier's Signature

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Indemnatee's Signature

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Indemnifier's Printed Name

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Indemnatee's Printed Name