**AGREEMENT TO HOLD HARMLESS AND INDEMNIFY**

We (organization/group to use facility or

premises) hereby covenant and agree that, with respect to our use of the premises
 (describe premises) for the purpose of

 (type of activity or function), during the period

of (list inclusive dates), to defend, indemnify and hold
harmless  **The Fayette R-III School District, School Board Members, Administrators, Staff, etc.,** from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the use of said premises.

This agreement to defend, indemnify and hold harmless specifically includes all claims arising out of any accident or other occurrence on or about said premises causing injury to any person or property.

We also agree not to allow entrance to the premises or use of the premises by anyone who has not previously been authorized entrance or use of the premises, and who has not previously agreed to protect, defend, indemnify, and hold harmless  **The Fayette R-III School District, School Board Members, Administrators, Staff, etc.,** and whose signatures do not appear on this agreement.

We hereby acknowledge that we have inspected the premises and find the premises fit for our intended use. We also agree to notify  **The Fayette R-III School District**  of any damages or
hazardous conditions immediately, and to immediately discontinue use of the premises, until the condition can be corrected. We hereby acknowledge that the School District/Community College does not carry medical pay coverage on the premises referenced herein.

The following organization and all persons participating in the activity have read and agree to all the conditions on page one, and upon their requests, will be furnished a photocopy of those conditions. If the participant is a minor, parent or guardian must sign this agreement:

 DATE

 DATE

 DATE

 DATE

 DATE

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DATE

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DATE

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 DATE