HOLD HARMLESS AGREEMENT

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on_____(date), by and between the Bethany Reformed Church (hereinafter, "BETHANY"), of 760 New Scotland Ave., Albany, New York 12208 and _____(group of individual's name thereafter, 'RENTER").

WHEREAS, the RENTER desires to use BETHANY's facilities located at 760 New Scotland Ave. Albany, New York 12208 (the "Property") to hold _____ (meetings/social event/etc.); and WHEREAS, in exchange for making the Property available to the RENTER for such purposes, the RENTER desires to hold harmless BETHANY from any claims and/or litigation arising out of the use of the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, BETHANY and the RENTER agree as follows:

TERMS

1. **Hold Harmless.** Upon the RENTER'S use of the Property by any of its employees, agents, invitees, participants and/or volunteers for the purposes specified herein, the RENTER shall defend, indemnify, and hold harmless BETHANY from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the , its personnel, employees, agents, contractors, or volunteers in connection with or arising out of the RENTER's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements to BETHANY for all legal expenses and costs incurred by it.

2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be

entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. **Applicable Law.** This Agreement shall be governed by the laws of New York.

_____   _____
  (Name of Organization)   (Signature of Facilitator)

                                 _____
                                    (Print name of Facilitator)

                                 _____
                                          (Date)