

# Hold Harmless Agreement

This **HOLD HARMLESS AGREEMENT** (This "Agreement") is made effective on (Date) \_\_\_\_\_ by and between Chisholm Trail Fire Rescue (hereinafter, "CTFR"), of 9835 FM 1835, Lytton Springs, TX 78616 and (Name) \_\_\_\_\_

(hereinafter, "Rider") of (Address) \_\_\_\_\_

CTFR and Rider are sometimes referred to individually as "Party" and collectively referred to as "Parties."

**WHEREAS**, Rider desires to hold harmless CTFR from any claims and/or litigation arising out of CTFR's actions in conjunction with riding as a passenger in emergency vehicles, while a student in training, and/or being present as an observer on an emergency scene during operations.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, CTFR and Rider hereby agree as follows:

## TERMS

1. **HOLD HARMLESS.** Rider shall defend, indemnify, and hold harmless CTFR from any and all actual or alleged claims, demands, cause of action, liability, loss, damage and/or injury (to persons or property, 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 incident to any acts, omissions, negligence, or willful misconduct of CTFR, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Rider's actions. 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 CTFR 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 shall be binding unless executed in writing and signed by both Parties.
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 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 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.

\_\_\_\_\_  
Rider's Signature

\_\_\_\_\_  
Mark Padier, Fire Chief, CTFR