



Lehigh Valley SportsFest, Inc.

1002 Tilghman Street, Allentown, PA 18102

610-439-8978, Fax 610-439-8477

info@sportsfest.org

HOLD HARMLESS AGREEMENT

I, _____, am a duly authorized agent acting on behalf of, _____, hereinafter referred to as PARTICIPANT ORGANIZATION, agrees to indemnify, defend save LEHIGH VALLEY SPORTSFEST, INC. / THE CITY OF ALLENTOWN / LEHIGH COUNTY (referred to as SportsFest) its directors, officers, agents, employees, and volunteers, harmless against and from any and all liabilities, obligations, damages, penalties, claims, demands or causes of action, costs, charges and expenses, including reasonable attorney's fees, court costs, administrative costs, and costs of appeals which may be imposed upon or incurred by or asserted by reason of any of the following:

(1) any activities, performance, participation in sporting events, work or act done or conduct during Sportsfest 2006 in or about the Premises or the Building, parks, pool or picnic area or any part thereof at the direction of or caused by PARTICIPANT ORGANIZATION, its agents, employees, guests, patrons, licensees or invitees;

(2) any negligence or other wrongful act or omission on the part of PARTICIPANT ORGANIZATION or any of its agents, contractors, subcontractors, servants, employees, licensees, guests or invitees;

(3) any accident, injury or damage to any persons, guests, servants, employees, patrons, invitees, licensees or property occurring in, or about the Premises where Sportsfest activities and programs are occurring or any part thereof including but not limited to the parks, pools, picnic areas and buildings;

(4) any failure on the part of PARTICIPANT ORGANIZATION to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with by or on behalf of any person or persons, firm or firms, corporation or corporations, guests, invitees, employees, agents, contractors, subcontractors, servants, licensees arising from PARTICIPANT ORGANIZATIONS'S use of the premises or participation in the Sportsfest programs.

The SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS shall not be liable for any injury or damage to any person or to any property at any Sportsfest activities or programs or on the Premises or building, park from any cause whatever that may at any time exist from the use or condition of the Premises, park, pool, picnic areas, or building from any cause, during the Term or any renewal of this agreement. PARTICIPANT ORGANIZATION agrees to indemnify, defend and hold SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS harmless for injuries or loss of life of any patron, employee or guest of PARTICIPANT ORGANIZATION caused as a result of PARTICIPANT ORGANIZATION'S negligence. In case of any action or proceeding brought against SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS by reason of any such claim, PARTICIPANT ORGANIZATION, on notice from SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS and upon the refusal of SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS'S insurance carrier to provide a defense, agrees to defend the action or proceeding with counsel reasonably acceptable to SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS, or at the election of SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS to pay all attorney's fees and costs incurred by SPORTSFEST, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS in connection with any of the foregoing matters.

PARTICIPANT ORGANIZATION NAME _____ DATE _____

ADDRESS _____

AUTHORIZED NAME _____ SIGNATURE _____