

# **Catholic Mutual... "CARES"**

## **ADULT HOLD HARMLESS/INDEMNITY AGREEMENT**

Ideally, individuals utilizing parish premises for activities that are neither parish sponsored nor affiliated, should be providing the parish with a certificate of insurance naming the parish and the Arch/Diocese as an additional insured. However, in certain instances when groups or individuals do not have insurance, the Adult Hold Harmless/Indemnity Agreement can be used. The Adult Hold Harmless/Indemnity Agreement has not been designed to be a replacement for insurance, but has been developed only for certain situations. Specifically, the Adult Hold Harmless/Indemnity Agreement must be utilized for the following situations that are often encountered by parishes:

1. **Adult Athletic Participation** - Adults who use or rent the parish gym for "non-parish sponsored" basketball or volleyball must sign the Adult Hold Harmless/Indemnity Agreement. It is not adequate to have one representative of a sports group sign an agreement. Each individual must sign an agreement for the contracts to be valid. Please note that a new agreement does not have to be obtained for each usage of the gym if the gym is being utilized on a seasonal basis. Instead, the parish may obtain one signed agreement per individual, per season.
2. **Craft Fairs** - Considering that a parish craft fair usually involves a large number of craft vendors, it is impossible to obtain a certificate of insurance from each vendor. Instead, an Adult Hold Harmless/Indemnity Agreement should be distributed with the craft vendors' registration material for the vendor to sign. A craft vendor who does not sign an Adult Hold Harmless/Indemnity Agreement should not be allowed to participate in your parish's craft fair.
3. **Other Small Groups** - In rare instances, the Adult Hold Harmless/Indemnity Agreement can be used for very small groups that do not have liability insurance. Similar to the adult athletic participation, in these cases an Adult Hold Harmless/Indemnity Agreement must be obtained from each individual of each group who utilizes parish facilities. When dealing with large groups, it is not feasible to have each group member sign an agreement. Considering this, large groups must sign the Facility Usage/Indemnity Agreement, which requires insurance.

The Adult Hold Harmless/Indemnity Agreement is a legal contract between your parish and the individual who signs the agreement. The agreement will effectively bar the signer of the agreement from making a claim against the parish. Please note that the Adult Hold Harmless/Indemnity Agreement is only valid when the signer is at least 18 years of age. The parish should not alter the agreement in any way as an alteration could result in nullifying the legality of the agreement. Original copies of signed Adult Hold Harmless/Indemnity Agreements should be kept in parish files for at least two years. Injuries and accidents are often not promptly reported, necessitating the need for original copies to be maintained.

# **ADULT HOLD HARMLESS/INDEMNITY AGREEMENT**

PARISH: \_\_\_\_\_

(PARISH is understood to include the Arch/Diocese of \_\_\_\_\_)

ACTIVITY PARTICIPANT OR FACILITY USER: \_\_\_\_\_

DATES OF ACTIVITY OR USAGE: \_\_\_\_\_

TYPE OF ACTIVITY OR USAGE: \_\_\_\_\_

The above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ACTIVITY PARTICIPANT OR FACILITY USER which arise out of the above named ACTIVITY OR USAGE at the above named PARISH including but not limited to any personal injury, property damage, disability, death, and sickness or disease including, without limitation, any communicable disease.

Additionally, the above named ACTIVITY PARTICIPANT OR FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of the above mentioned ACTIVITY OR USAGE which takes place during the above identified DATE(S) OF ACTIVITY OR USAGE that is brought against the PARISH by the above named ACTIVITY PARTICIPANT OR FACILITY USER or their family members whether such claim arises from the alleged negligence of the PARISH, its employees or agents or ACTIVITY PARTICIPANT or FACILITY USER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_

NAME (Please Print): \_\_\_\_\_

DATE: \_\_\_\_\_