

MOPERM GUIDE TO HOLD HARMLESS FORMS
(MOPERM Risk Management 2014)

“Hold Harmless” is legal concept that relieves one party from liability (responsibility) for various types of situations and circumstances. A “Hold Harmless” agreement may be a stand alone document or a clause within a contractual agreement.

The following are provided as samples or guidelines for developing specific Hold Harmless agreements for your entity and its particular situation or circumstance. Your legal counsel should review to make sure wording of a Hold Harmless Agreement or Clause is correct and applicable for your need.

SAMPLE SIMPLE HOLD HARMLESS CLAUSE

(Party name) agrees to indemnify and hold harmless **(entity name)**, its agents and employees or any other person against loss or expense including attorney’s fees, by reason of the liability imposed by law upon **(entity name)**, except in cases of **(entity name)** sole negligence, for damage because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of **(entity name)**, its agents or employees or any other person. It is further understood and agreed that **(party name)** shall, at the option of **(entity name)** defend **(entity name)** with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

SAMPLE OF A SIMPLE CONTRACTOR HOLD HARMLESS CLAUSE

Sample #1 Contractor hereby exonerates, indemnifies and hold harmless **(entity name)** from any and all claims, loss or damage, including, without limiting the generality of the foregoing, legal fees and disbursements made or incurred by the contractor to enforce the provisions of this paragraph, occasioned wholly or in part by any negligent act or omissions of the Contractor or that of anyone directly

or indirectly employed by the Contractor, or performing the work of the Contractor under the direction of the contract or anyone for whose acts any of them may be liable in carrying out the provisions of the general contract.

Sample #2 The Contractor agrees to assume entire responsibility and liability for all damages or injuries to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Contractor, his agents or employees, of material, equipment instrumentalities or other property, whether the same be owned by the Contractor, subcontractor or third parties, and the Contractor agrees to indemnify and save harmless **(entity name)**, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Contractor may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph, and the Contractor further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

SAMPLE VOLUNTEER HOLD HARMLESS AGREEMENT

(Name of volunteer or group) agrees to indemnify and hold harmless **(entity name)**, its agents, employees or any other person against loss or expense, including attorney's fees, by reason of the liability imposed by law upon **(entity name)**, except in cases of **(entity name)** sole negligence, for damage because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of **(entity name)**, its agents or employees or any other person while performing various volunteer activities. It is understood that the volunteer will be supervised by a representative of **(entity name)** and that **(entity name)** will provide proper instruction, equipment, tools and/or any personal protective equipment needed to safely perform the various activities/duties/job. It is further understood and agreed that **(name of volunteer or group)** is not an employee of **(entity name)** and is not eligible for Workers Compensation benefits, should the individual be injured while performing the activities/duties/job on behave of **(entity name)**.

SAMPLE INDEMNIFICATION CLAUSE

To the extent permitted by law, _____ covenants to save, defend, keep harmless and indemnify **(entity name)** and all of its elected or appointed officials, consultants, agents, authorized volunteers and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with *(use or occupancy of entity's premises or equipment, performance of work, contractual obligations, etc)*.