



WISTARIAHURST

Release and Indemnity Agreement

In consideration of permission granted by Wistariahurst Museum and the City of Holyoke to _____ (name), hereinafter "Contractor", of the following _____ (address) to enter upon the property owned by the City of Holyoke known as Wistariahurst Museum for the purpose of a ceremony rehearsal photo session event on:

_____ at _____.
Date Time

The Contractor hereby agrees as follows:

1. That it shall reimburse, make good or pay for the full amount of any damage, loss or injury to property owned or controlled by the City of Holyoke or Wistariahurst Museum which results from the activities undertaken or to be undertaken by the Contractor, its officers, employees, agents or representatives in or upon the aforementioned property;
2. That it **RELEASES** and covenants to **HOLD HARMLESS**, the City of Holyoke and Wistariahurst Museum, its officers and employees of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, on account of injuries or property damage resulting or to result from any act of omission related to any work or activities undertaken or to be undertaken by the Contractor, its officers, employees, agents and representatives; in or upon the aforementioned property; and,
3. That it agrees to protect and defend the City of Holyoke and Wistariahurst Museum, its officers and employees, against any claim for damages, compensation, or otherwise resulting from or to result from any work or activities undertaken or to be undertaken by the Contractor, its officers, employees, agents and representatives in or upon the aforementioned property and to **INDEMNIFY**, reimburse or make good to the City of Holyoke and Wistariahurst Museum, its officers and employees, any loss, damage, or cost, including attorneys fees, the City of Holyoke and Wistariahurst Museum, its officers and employees may have to pay if any claim arises from any act or omission related to any work or activities undertaken or to be undertaken by the Contractor its officers, employees, agents and representatives in and upon the aforementioned property.

This Release and Indemnity Agreement shall be in full force and effect notwithstanding the requirement, if any, that the Contractor has a general liability policy or other insurance policies naming Wistariahurst Museum and the City of Holyoke as insured and covering the activities and purposes described above.

Contractor: _____ **Date:** _____

Museum Representative: _____