

**FISCHER PARK CONCESSION STAND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

To the fullest extent allowable by law, _____, the undersigned Organization, hereby indemnifies and shall defend and hold harmless Racine County, their elected and appointed officials, directors, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the reservation/use hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Organization, Organization's invitees or visitors, or of anyone acting under its discretion or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the County.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to Racine County under this or any other contract. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Organization shall reimburse Racine County or any of their elected and appointed officials, directors, officers, employees, or authorized representative or volunteers and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Organization's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Racine County or any of their elected and appointed officials, directors, offices, employees or authorized representatives or volunteers and each of them.

Organization agrees to abide by the Racine County Code of Ordinances and all applicable state and federal laws. Organization further agrees to follow all health guidelines and requirements designated by the applicable local health department and any other municipalities or governing bodies. Organization confirms it has read and understood the Racine County Parks Department's rules applicable to use of the Fischer Park Concession Stand, which is located at Fischer Park, 30526 Durand Ave, Burlington, WI 53105. Organization agrees to follow all rules for the entire duration of Concession Stand reservation. Organization has paid \$100.00 refundable security deposit and \$12.00 nonrefundable reservation fee.

Organization:

By: _____
Date: _____