

HOLD HARMLESS (INDEMNITY) AGREEMENT

This Hold Harmless (Indemnity) Agreement (this "Agreement") is made as of this day _____ (the "Effective Date") by and between (parent) _____ located at (home address) _____, _____, IN _____ ("Indemnitor"), and SWIM LESSONS OF GREATER LAFAYETTE, LLC ("Indemnitee") located at The Northend Community Center. Indemnitor and Indemnitee may be referred to individually as "Party" and collectively as "Parties".

WHEREAS, Indemnitor has agreed to perform the following services for Indemnitee: Swim Lessons (the "Activity").

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnitee agree as follows:

1. Indemnification. To the extent permitted by law, Indemnitor will indemnify, defend and hold harmless Indemnitee from any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to the Activity.
2. Exceptions. Indemnitor's obligation to indemnify, defend and hold harmless Indemnitee shall not extend to any Claim arising from the sole negligence or willful misconduct of Indemnitee. Indemnitor is not obligated to indemnify Indemnitee against any Claim to the extent the Indemnitee has been reimbursed for such Claim under an insurance policy.
3. Notice of Claim. Indemnitee must provide Indemnitor notice of any Claim within ten (10) business days after obtaining knowledge of such Claim. Such notice will set forth in detail the Claim and the basis for indemnification under this Agreement.
4. Duty to Defend. In the event any Claim is brought against Indemnitee within the scope of this Agreement, Indemnitor reserves the right to assume the defense of the Claim. If Indemnitor elects not to assume the defense of the Claim, Indemnitee may pursue its own defense of the Claim and seek reimbursement from the Indemnitor. If Indemnitor assumes the defense of the Claim, Indemnitor shall not settle any Claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld. If Indemnitee pursues its own defense of the Claim, Indemnitee shall not settle any Claim without the prior written consent of Indemnitor, which consent shall not be unreasonably withheld.
5. Mutual Representations. The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally, valid and binding obligation on the Parties.
6. Amendments. This Agreement may be amended or modified only by written agreement signed by all Parties. Indemnity Agreement (Rev. 133C71E) 2 / 3
7. Notices. Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified or registered

mail, return receipt requested, to the address stated above, or to another address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.

8. **Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, not including its conflicts of law provisions.

9. **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

10. **No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

11. **Assignment.** No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

13. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

15. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

16. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the first date written above.

SIGNATURES

Indemnitor Signature: _____

Indemnitor Full Name: _____

Indemnitee Signature: _____

Indemnitee Full Name: Swim Lessons of Greater Lafayette, LLC