



## HOLD HARMLESS AGREEMENT

**Please read the following thoroughly, fill in all blanks, sign and return with the Joint Festival Funding Application by Thursday, December 15, 2016 for programs running from Jan. 1 through June 30, 2017. Return with Application by Wednesday, March 1, 2017, for programs running from July 1 through Dec. 31, 2017.**

\_\_\_\_\_, for and in consideration  
(Sponsoring organization/group)

of festival funding assistance from the City of Aurora, Community Services Department, the Aurora African American Heritage Advisory Board, the Aurora Hispanic Heritage Advisory Board, and the Indian American Community Outreach Advisory Board, 44 E. Downer Place, Aurora, Illinois, 60507, hereby agrees to indemnify and hold harmless the City of Aurora, Illinois, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses or expenses arising out of the permitted activity or any activity associated with the conduct of the applicant's operations, including but not limited to claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by the employees of the City of Aurora acting within the scope of their employment. Further the applicant agrees to indemnify the City of Aurora and any of its agents, public officers, officials or employees and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the applicant's use of public property as set forth in this application.

### LIABILITY WAIVER:

The applicant agrees for itself and/or its employees, agents or volunteers associated or to be associated with the activity for which this application is being sought, to waive and relinquish all claims that may result in any manner against the City of Aurora, its agents, public officers, officials or employees and authorized volunteers from said applicant, except for acts caused by the willful and wanton misconduct by employees of the City of Aurora acting within the scope of their employment.

I have read and understand the above hold harmless and liability waiver.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date