

HOLD HARMLESS AGREEMENT

Location: _____

Date: _____

PARTIES

This Hold Harmless Agreement (the “Agreement”) is entered into by and between:

Releasor (Name): _____

Releasee (Name): _____

RECITALS

WHEREAS, Releasor desires to participate in certain activities or use certain premises or equipment under the control or ownership of the Releasee; and WHEREAS, Releasee desires to permit Releasor to engage in such activities or use such premises or equipment under the terms set forth herein.

AGREEMENT

1. Hold Harmless and Indemnification

Releasor agrees to indemnify, defend, and hold harmless Releasee, its officers, agents, employees, successors, and assigns from and against any and all claims, demands, damages, costs, expenses, or liabilities, including attorneys’ fees and court costs, arising out of or related to Releasor’s participation in activities or use of premises or equipment, whether caused by Releasee’s negligence or otherwise.

2. Assumption of Risk

Releasor acknowledges and understands that participation in the activities or use of the premises or equipment involves inherent risks, including but not limited to personal injury, property damage, or death, and voluntarily assumes all such risks.

3. Release

Releasor hereby releases and forever discharges Releasee from any and all liability, claims, demands, causes of action, or suits of any kind or nature whatsoever, whether known or unknown, arising out of or related to Releasor’s participation in the activities or use of premises or equipment.

4. No Warranty or Guarantee

Releasee makes no warranty or guarantee, express or implied, regarding the safety or condition of the activities, premises, or equipment.

5. Compliance with Laws and Rules

Releasor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and policies while participating in activities or using premises or equipment.

6. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to

its conflict of law principles.

8. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, and legal representatives.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

10. Amendments

Any modification or amendment to this Agreement must be in writing and signed by both parties.

11. Acknowledgment

Releasor acknowledges that they have read and understand this Agreement, have had the opportunity to consult with legal counsel, and enter into this Agreement voluntarily and of their own free will.

12. No Waiver

Failure by Releasee to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it.

13. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, including by electronic signature or PDF, each of which shall be deemed an original and all of which constitute one and the same instrument.

14. Representations

Each party represents that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

15. Notices

All notices, demands, or requests required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, overnight courier, or electronic mail to the addresses provided by the parties.

16. Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

17. Headings

The section headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

18. Survival

The provisions of this Agreement that by their nature should survive termination or expiration shall survive, including but not limited to indemnification and release provisions.

19. No Admission of Liability

This Agreement is not and shall not be construed as an admission of liability by either party.

20. Voluntary Execution

Releasor acknowledges that they have executed this Agreement voluntarily and without inducement or duress.

RELEASOR'S SIGNATURE

Name: _____

Date: _____

Signature: _____

RELEASEE'S SIGNATURE

Name: _____

Date: _____

Signature: _____

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