



HOLD HARMLESS & INDEMNIFICATION

AGREEMENT

BETWEEN THE CENTER FOR MODERN AGING PRINCETON (DBA)

PRINCETON SENIOR RESOURCE CENTER

101 Poor Farm Road, Bldg. B, Princeton N.J. 08540

(Referred to as "CMAP")

AND

Organization or Individual's Name (referred to as "You")

Address (Not Post-Office Box)

Telephone Number and Email Address

Organization Type (Individual, Partnership, Non-Profit Corp., Corp., Public Entity)



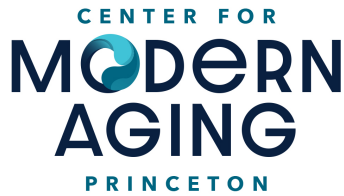
- 1. In consideration of the permission granted to use certain rooms of the Center for Modern Aging Princeton (DBA) property located at 101 Poor Farm Road, Bldg. B, Princeton N.J. 08540 and or the Suzanne Patterson Building located at 45 Stockton Street, Princeton N.J. 08540 (referred to as the facilities) as well as the payment of any fee, You agree to indemnify, hold harmless and defend CMAP, its Board Members, its employees, agents, volunteers, and all others working on behalf of CMAP from all liability, claims, losses, costs, attorneys' fees, damages, or injury arising out of or caused or alleged to have been caused in any manner from the event/activity as applied for by You.**

- 2. The undersigned further understands and acknowledges that this Hold Harmless and Indemnification Agreement requires that CMAP be indemnified from any losses or damages including but not limited to any and all liability, claims and/or litigation or other actions that You or any person or entity may have for injuries of any kind including but not limited to the provision of legal counsel, direct, special, incidental, indirect, punitive, or consequential damages, whether arising in tort, contract or arising out of use of CMAP's facilities, even if caused by the negligence or fault of CMAP or any related entities or other authorized agents, including independent contractors resulting from the acts or omissions of any guest, participant, visitor, or any other person present at the CMAP facilities to participate in, organize, assist, enjoy, supervise or in any other way further the activity to be held by You. This Hold Harmless and Indemnification Agreement shall also pertain to any claims due to CMAP 's negligence. You further agree to release any claim that You may now have or have in the future against CMAP relating to Your use of CMAP's facilities, including claims due to CMAP's negligence.**

- 3. Waiver: In addition to the payment of any applicable fee, as well as in consideration of permission to use the facility, equipment, and/or services of the facilities specifically the _____ (Organization Name) does hereby release, waive, discharge, and covenant not to sue CMAP from any and all claims including the negligence resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, the requested use of the facilities.**



- 4. Assumption of Risk: This use of the facilities has with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, or illnesses (including death), and damage to property. The _____ (Organization Name) specifically acknowledges that CMAP has made no representations as to the safety and/or condition of the facilities to be used, whether those conditions are known or unknown.**
- 5. The undersigned further agrees to furnish CMAP with a Certificate of Insurance naming the Center for Modern Aging Princeton (DBA) as an insured party. The Certificate of Insurance must evidence the provision of general liability, bodily injury, and property damage coverage with minimum limits of liability not less than \$1,000,000, and for any aggregate occurrence in the amount of \$2,000,000. To induce CMAP to accept this Hold Harmless and Indemnification Agreement, and Waiver, you completed CMAP's Reservation Form attached herewith and paid a fee of \$_____.**
- 6. You further agree that the use of the CMAP facilities and all related activities will not include the consumption of alcoholic beverages, excepting wine and beer. Consumption of alcoholic beverages with the exception of wine and beer is strictly prohibited at CMAP's facility.**
- 7. No Smoking is permitted in the facilities at any time.**
- 8. Parking of vehicles is permitted only in marked spaces in parking lots; parking along curbs is prohibited.**
- 9. Severability and Choice of Law: The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by New Jersey law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You further agree that this release shall be governed for all purposes by New Jersey law, without regard to such law on choice of law.**



- 10. Acknowledgment and Understanding:** The undersigned, as an authorized representative of _____ (Organization Name) have read this waiver of liability, assumption of risk, and indemnification agreement, fully understand its terms, and You are giving up substantial rights, including the right to sue. You acknowledge that You are signing this agreement freely and voluntarily on behalf of requesting organization, and You intend your signature to be a complete and unconditional release of all liability.
- 11. Applicable to Organizations Only:** By signing below, you represent that You have the authority to act on behalf of the _____ Organization and that Your signature shall bind the _____ Organization to the terms of this Agreement.

Witness: _____
(Sign name)

Witness: _____
(Print name)

(Name of Organization)

(Authorized Signature)

(Print Name & Title)