

# AGREEMENT TO HOLD HARMLESS AND INDEMNIFY

I/We, \_\_\_\_\_,

(team name or individual's name)

hereby covenant and agree that, with respect to our use of the premises and activities at **505 S. Myrtle, Smithton Schools, Smithton, MO**, for the purpose of the **Central Bank Nothing But Nets 3v3 Basketball Challenge on March 17 - 18, 2023**, to defend, indemnify and hold harmless **Smithton R-VI School District** (including board members, administrators, teachers, employees, volunteers and agents), **First United Methodist Church (FUMC)-Sedalia** (including council members, trustees, employees, volunteers and agents), **Central Bank**, and the **tournament administrators/organizers** from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the use of said premises and activities.

This agreement to defend, indemnify and hold harmless specifically includes all claims arising out of any accident or other occurrence on or about said premises and activities causing injury to any person or property.

I/We also agree not to allow entrance to the premises or use of the premises by anyone who has not previously been authorized entrance or use of the premises, and who has not previously agreed to protect, defend, indemnify and hold harmless **Smithton R-VI School District, FUMC-Sedalia, Central Bank**, and the **tournament administrators/organizers**, and whose signatures do not appear on this agreement.

I/We hereby acknowledge that we have inspected the premises and find the premises fit for our intended use. We also agree to notify Smithton R-VI School District of any damages or hazardous conditions immediately, and to immediately discontinue use of the premises, until the condition can be corrected. We hereby acknowledge that the Smithton School District does not carry medical pay coverage on the premises referenced herein.

The signing parent(s)/guardian(s) of participants in the activity and all persons participating in the activity have read and agree to all the conditions, and upon their request, will be furnished a photocopy of those conditions. If the participant is a minor, his or her parent/guardian must sign this agreement.

Participant (Please print)

Parent/Guardian (Signature)

Date

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Division (optional): \_\_\_\_\_