



CITY OF SANFORD ESTOPPEL NOTICE, INDEMNIFICATION, COVENANT AND HOLD HARMLESS AGREEMENT (PART OF ALL SPECIAL EVENT APPLICATIONS)

The City of Sanford hereby advises the applicant that the activities that are part of the (Special Event Name) **Dr. MLK, Jr. Steering Committee**, special event plans of the applicant filed with the city on (Date) **Monday, January 17, 2022**, may give rise to liability of diverse types and natures. The City of Sanford is not responsible for any events that are not specifically sponsored by the City of Sanford. Approval of a special event is not acceptance of the event as a City of Sanford-sponsored event. Thus, the applicant is advised to ensure that, beyond providing for insurance relative to its own activities, it would be prudent for the applicant to resolve all insurance needs with the participants, vendors, etc., that relate to the event in all respects.

The applicant shall take all precautions for the safety of and will provide reasonable protection to prevent damage, injury or loss to all persons and property in association with the special event.

The applicant shall comply with all laws, ordinances, rules, regulations and other orders regarding the safety of persons or property, or their protection from damage, injury or loss with regard to the special event.

The applicant shall be responsible to ensure that all trademark and copyright laws and all other laws relating to intellectual property rights are adhered to in every respect.

In any emergency affecting the safety of persons or property, the applicant shall act with care and discretion to prevent threatened damage, injury, loss or death.

The applicant shall indemnify and hold harmless the City of Sanford and its officials, officers, employees, agents, servants, invitees and guests from and against all claims, damages, losses and expenses, including reasonable attorneys' fees arising out of or resulting from the event. Accordingly, the undersigned for the applicant and her/himself and any and all derivative claimants, of whatsoever type or nature or relationship, understands that the City of Sanford and its officials, officers, agents and employees, assume no liability whatsoever for any loss that may result from the special event in any way whatsoever to include, but not be limited to, any personal injury or property damage or loss that the undersigned, or any of its agents, employees, participants, vendors, or derivative claimants, may cause or suffer, of whatsoever type or nature or cause, as a result of, or associated with, the special event.

In consideration of, and as an inducement for, the City of Sanford approving the special event application, the undersigned, as an individual and for the applicant and any and all derivative claimants including, but not limited to, any and all heirs, assigns, executors, beneficiaries, administrators, and any and all other claimants or legal representatives of whatsoever nature or relationship, do hereby forever fully release, remiss, indemnify, acquit, forever discharge, and hold harmless and blameless, the City of Sanford and its officials, officers, employees, agents, servants, invitees and guests from, against and for any claims relating to losses described above or otherwise contemplated by law in any respect; the activities that relate, in any way, to the special event; personal injury or property damage, of whatsoever type or nature, that arise, in any way from the special event; and any all damages or losses however claimed or asserted or cognizable under law that any claimant may suffer or cause as a result of, directly or indirectly, the special event. I recognize and assume any and all risks, known or unknown, relating to the special event and covenant on behalf of myself and all derivative claimants, as aforementioned in every respect, not to sue the City of Sanford or its officials, officers, employees, agents, servants, invitees and guests, or any one of them or combination of them.

Should the City of Sanford be sued as a result of the special event in any way or manner, the applicant shall be notified of such suit and, thereupon, the applicant shall have the duty to defend the suit and the City of Sanford. Should judgment be awarded against the City of Sanford in any such case, the applicant shall forthwith pay the same and relieve the City of Sanford of any obligations relating thereto. The City of Sanford shall not be liable in any respect or in any nature.

Should the applicant receive notice, in any way, of any suit or claim arising from the special event, the applicant shall promptly advise the City of Sanford in writing.

The undersigned represents that he/she has the right, authority and legal power to execute this document and bind the applicant and her/himself to each and every matter set forth herein.

Applicant Signature

Witness Signature

Print Name: _____

Print Name: _____

Date: _____