

LIABILITY CONTRACT AGREEMENT

Location: _____ Effective Date: _____

Parties Information:

Party A (Liability Holder) Full Name: _____

Party A Government ID / Driver License No.: _____

Party A Address: _____

Party A Phone/Email: _____

Party B (Indemnified) Full Name: _____

Party B Government ID / Driver License No.: _____

Party B Address: _____

Party B Phone/Email: _____

Recitals:

WHEREAS, Party A agrees to indemnify and hold harmless Party B from any and all liabilities, losses, damages, claims, or expenses (including reasonable attorneys' fees and costs) that may arise out of or relate to certain activities or events as set forth in this Agreement; and WHEREAS, Party B desires to be protected against such liabilities as specified herein.

Agreement Terms:

Clause 1 – Indemnification

Party A agrees to indemnify, defend, and hold harmless Party B and its affiliates, officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses (including attorneys' fees) arising out of or related to Party A's actions or omissions in connection with the activities covered by this Agreement.

Clause 2 – Limitation of Liability

Except for liabilities arising from gross negligence or willful misconduct, neither party shall be liable to the other for consequential, incidental, special, punitive, or exemplary damages, even if advised of the possibility of such damages.

Clause 3 – Insurance

Party A shall maintain adequate insurance coverage to cover potential liabilities arising under this Agreement and shall provide proof of such insurance to Party B upon request.

Clause 4 – Term and Termination

This Agreement shall remain in effect until terminated by either party upon thirty (30) days prior written notice. Termination shall not affect any indemnification obligations with respect to liabilities arising prior to termination.

Clause 5 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws rules. The parties agree that any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state or federal courts located in _____ County, _____.

Clause 6 – Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

Clause 7 – Entire Agreement

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

Clause 8 – Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

Clause 9 – Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), nationally recognized overnight courier, or by electronic transmission with confirmation of receipt, to the addresses set forth above or such other address as either party may designate by notice.

Clause 10 – Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy.

Clause 11 – Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

Clause 12 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Clause 13 – Compliance with Laws

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this Agreement.

Clause 14 – Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, governmental actions, labor disputes, or natural disasters.

Clause 15 – Indemnity Procedures

If any claim or action is asserted against Party B for which indemnification is sought under this Agreement, Party B shall promptly notify Party A in writing, and Party A shall have the right to assume defense and settlement of such claim at its expense.

Clause 16 – Confidentiality

The parties agree to keep confidential any non-public information obtained during the course of this Agreement and not to disclose such information to third parties except as required by law or with prior written consent.

Clause 17 – Relationship of Parties

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

Clause 18 – Headings

Headings in this Agreement are for reference only and shall not affect the interpretation of its provisions.

Clause 19 – Remedies

All rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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