



County of Santa Clara Roads and Airports Department

Indemnification Form for Special Event Permit

VER010524

INSTRUCTIONS

This form is to be submitted with the Special Events Application Form. Complete and sign the form, scan the signed form, and submit to County Roads and Airports with the application form to permits@rda.sccgov.org.

Ensure Name of Event matches the Name of Event in the Application.

Always use the most recent form approved for use. Current forms are posted and available from the County ROW Special Event webpage: <https://countyroads.sccgov.org/special-event-permits>

The event sponsors hereby acknowledge and agree to the following indemnification, and agree to inform participants of the following indemnification:

To the fullest extent allowed by law, the County-authorized user, licensee, tenant, lessee or permittee of County real property (referred to herein interchangeably as "You" or "Your") will indemnify, reimburse, hold harmless and defend County including, without limitation, County's employees, agents, contractors, subcontractors and representatives (collectively, "County"), from any and all liability, damages, loss, costs, and obligations, including, but not limited to, court costs and reasonable attorney's fees, arising out of any claim, suit, judgment, loss or expense occasioned by, but not limited to, injury or death of any person or loss or damage to any property, that is suffered or sustained by You including, without limitation, Your employees, agents, contractors, subcontractors and representatives, or any person using, occupying or visiting the County real property, including any and all buildings, facilities and operations (the "Property"), or by any person in, on or about the Property, from any cause whatsoever during the Term of Your agreement, lease, license or permit with County (the "Agreement"), excepting only claims arising from the gross negligence or willful misconduct of County. Your obligation under this Indemnification section will survive the termination or expiration of the Agreement with respect to any claims or liabilities arising out of an injury to person or damage to property that occurred during the Term of the Agreement and any holdover period. County shall have the right to approve legal counsel providing County's defense and such approval shall not be unreasonably withheld. The County-authorized user, licensee, tenant, lessee or permittee of County real property shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

NAME OF EVENT

TYPED NAME OF AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

DATE SIGNED