



**Borough of Bogota**

**375 Larch Ave Bogota NJ, 07603**

**HOLD HARMLESS AGREEMENT**

(To be signed by organizations using municipal facilities)

BETWEEN THE BOROUGH OF BOGOTA, having offices at 375 Larch Ave, Bogota, New Jersey 07603

AND

\_\_\_\_\_

Name of Organization using the Facility

\_\_\_\_\_

Address of the Organization

\_\_\_\_\_

Telephone Number of the Organization

\_\_\_\_\_

Type of Organization

(Individual, Partnership, Non-Profit Corporation, Corporation, Public Entity)

In consideration of the use of \_\_\_\_\_ the "Property",  
on the following dates: \_\_\_\_\_ for the  
purpose

of \_\_\_\_\_, the undersigned agrees to indemnify and  
hold the Borough of Bogota and its officers, agents, elected or appointed officials, employees  
and volunteers harmless from any and all liability, claims, costs and attorney's fees arising out of  
the use of the Property referred to above.

I understand that this Hold Harmless Agreement also requires that the Borough of Bogota is  
indemnified from any losses or damages resulting from the acts or  
omissions from any guest, participant, visitor or other person attending the event herein referred  
to. Unless waived in writing by the Borough of Bogota, I agree to furnish a



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Certificate of Insurance specifically naming the Borough of Bogota as an additional insured providing general liability coverage, including, bodily injury and property damage, with minimum limits of liability not less

than \$1,000,000 per occurrence. The Certificate of Insurance must also include coverage for commercial auto liability and worker's compensation. In order to induce the Borough of Bogota to accept this Hold Harmless Agreement, the following information

concerning the intended use of the premises is furnished:

a. Alcoholic Beverages (will) or (will not) be served.

b. Total number of person anticipated is \_\_\_\_\_.

c. Live entertainment (will) or (will not) be provided.

d. Other \_\_\_\_\_

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I have reviewed and will adhere to all of Governor Murphy's Executive Orders, The Centers for Disease Control and Prevention (CDC) guidelines and the New Jersey Department of Health guidelines for Covid-19 in all respects while using municipal facilities or participating in municipal activities; and,



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This Agreement shall remain in full force and effect for any continued, additional or postponed date for the event indicated.

The municipality reserves the right to cancel or interrupt the event if the representation set forth therein are not adhered too or if the municipality determines that a situation that might lead to personal injury, property damage or violation of law exists.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ as

the binding act in deed of \_\_\_\_\_

Name of Organization

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Print Authorized Name & Title