## **Indemnification and Release**

The User must agree to protect, indemnify, save, defend and hold harmless the Defiance Public Library System, including their officials, agents, employees, and volunteers ("Indemnified Parties") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney fees, which the Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss or damage to property, arising from User's acts or omissions in the use of the DPLS meeting rooms reserved for the user, whether or not such injury, death and/or damage is caused in part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of the indemnified parties. This includes, but is not limited to, reimbursing the library for any damages the user causes to DPLS property.

In consideration of the use of the meeting room, the undersigned organization, for itself and each and all of its members, hereby releases, remises and waives any and all claims which they, or any of them, ever will or may have against the DPLS Board of Library Trustees, the Defiance Public Library System and/or the library staff for any injury to persons or damage to property suffered by such group or any of its members during or as a result of the use of the meeting room, except insofar as such injury or damage is directly and solely caused by the negligence or intentional misconduct of any person belonging to or acting on behalf of the Defiance Public Library System, or the library staff.

Applicant Signature	
Date	

Approved 2022.11.30