



## **INDEMNITY BOND & HOLD HARMLESS AGREEMENT**

**WHEREAS**, the undersigned wish to conduct certain sales on the property of the City of Staunton, Virginia at Gypsy Hill Park between the hours of 10:00 am and 6:00 pm on Saturday, September 21, 2019 and/or again between the hours of 10:00 am and 6:00 pm on Sunday, September 22, 2019.

**WHEREAS**, the City Of Staunton is willing to allow the undersigned to use certain designated areas at Gypsy Hill Park for such purpose, provided the City is indemnified against loss, injury, damage to persons or property, including death, caused or sustained by persons or property by reason of the actions of the undersigned.

**NOW**, and for the purpose of inducing the City of Staunton to allow such sales, the parties hereto, for themselves, their executors, heirs and assigns, agree that they hold the City of Staunton, Virginia, its officers, agents, departments and employees harmless from any and all claims for loss, injury, death or damage to persons or property sustained or caused by the actions of the undersigned in conducting a sale at Gypsy Hill Park between the hours of 10:00 am and 6:00 pm on Saturday, September 21, 2019, (or such extended hours if such be the case) and/or between the hours of 10:00 am and 6:00 pm on Sunday, September 22, 2019 (or such extended hours if such be the case). The intention of the undersigned is to waive any and all claims said parties may have for themselves, their executors, heirs and assigns against the City for any loss, injury, death or damage sustained by them in said venture and also to indemnify the City against such claims by third parties, including the payment, if incurred, of attorney's fees, court costs and other associated charges.

**WITNESS** the following signatures and seals this \_\_\_\_ day of \_\_\_\_\_ 2019

**SIGNATURE** \_\_\_\_\_

***This document does not have to be notarized.***