

# SND HOLD HARMLESS AGREEMENT



This HOLD HARMLESS AGREEMENT (the “Agreement”) is made as of the date signed below by and between Splash ‘n Dash K9 Sports, Inc. (hereinafter “SND”) and \_\_\_\_\_ (hereinafter “USER”). SND and USER are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

WHEREAS, USER desires to use SND’s property located at 1901 Sheena Drive, Plum, PA 15239 (the “Property”) for personal dog training.

WHEREAS, in exchange for making the Property available to USER for such purposes, USER desires to hold harmless SND from any claims and/or litigation arising out of the USER’s use of the Property. USER agrees to abide by any and all rules, guidelines and policies set by SND.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, SND and USER hereby agree as follows:

- 1. Hold Harmless.** Upon the use of the Property by USER or any of its agents, family members, guests or invitees for the purposes specified herein, the use of the Property shall be entirely at USER’s own risk and USER assumes all risk and full responsibility for USER’s own health, wellbeing and safety, USER shall defend, indemnify, and hold harmless SND from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury and/or transmission of disease (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, willful misconduct or knowing exposure to others of COVID-19 or other illnesses or risk of illness by USER, its agents, family members, guests or invitees in connection with or arising out of USER’s use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees, and related costs or expenses, and any reimbursements to SND for all legal expenses and costs incurred by it.
- 2. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
- 5. Attorneys’ Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys’ fees and other related costs, in addition to any other relief to which the Party is entitled.
- 6. Entire Agreement.** This Agreement [and the accompanying Premises Use Agreement] contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

**Splash ‘n Dash K9 Sports, Inc.**

*Liz James, President*

**USER or Responsible Parent/Guardian**

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Dated: \_\_\_\_\_