HOLD HARMLESS AND INDEMNIFICATION

This Hold Harmless and Indemnification is undertaken by ______________________________________, on behalf of the organization or entity known as ________________________ (hereinafter known as Organization) and on behalf of the organization known as Illinois Section of the American Water Works Association located at 545 S. Randall Road, St Charles, Illinois 60174 (hereinafter called “ISAWWA”). This Hold Harmless and Indemnification is undertaken at ________, Illinois, on the ____ day of __________, 200__.  

WHEREAS, the Illinois Section of the American Water Works Association (hereinafter “ISAWWA”) owns a certain Portable drinking water trailer (hereinafter called Trailer), which the members of the ISAWWA sometimes uses as a portable drinking water station at public events, such as community festivals or parades; and

WHEREAS, the undersigned, on behalf of the Organization wishes to borrow said Trailer from the ISAWWA for use at a local event of the Organization between the dates of _________________ and _________________.

WHEREAS, the ISAWWA requires, prior to giving permission as requested and as set forth above, that the undersigned enter into this Hold Harmless and Indemnification of the ISAWWA in order to absolve the ISAWWA from any damages or claims, now or in the future which may arise from the aforesaid operation and activities of the Organization utilizing the Trailer;

NOW, THEREFORE, in consideration of the ISAWWA granting permission to the Organization to borrow the Trailer from the ISAWWA, and to operate it for purposes such as temporary drinking water station and public relations in connection with its event, the undersigned hereby undertakes as follows:

1. The recitals set forth above are hereby incorporated into this Hold Harmless and Indemnification, as though fully set forth here, word-for-word.
2. The undersigned on behalf of the Organization hereby knowingly, freely, voluntarily and specifically agrees that the ISAWWA, its elected officials and/or employees, shall not be liable for any loss, damage, injury or other liability or expenses which may be incurred Organization, as a result of their use of the ISAWWA portable drinking water trailer at their function. Further, the undersigned assumes any and all risks, and waives and releases any and all causes of action or rights which might accrue to the undersigned as a result of their use of the aforesaid vehicle.

3. The undersigned further agrees to save, indemnify and hold harmless the ISAWWA, its elected officials and employees, from any and all claims or judgments, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney’s fees, arising from injury to persons or property, resulting from, or based upon, their use of the aforesaid vehicle.

___________________________
Date

___________________________
Name

___________________________
Office or Position

___________________________
Organization/Entity

___________________________
Address