

INDEMNITY & HOLD HARMLESS AGREEMENT

This Indemnity and Hold Harmless Agreement (“Agreement”) is entered into as of this ____ day of _____, 20____, by and between Circleville Pumpkin Show, Inc. (“CPSI”), an Ohio Not for Profit Corporation, whose principal place of business is at 159 E. Franklin Street, Circleville, Ohio 43113 and _____, whose address is _____ (“Customer”).

WITNESSETH

WHEREAS, Customer desires to use Pumpkin Show Park (the “Park”) for a gathering or other function hereinafter referred to as the “Event”;

WHEREAS, CPSI desires to permit such use of the Park but is reluctant to do so unless it is protected from potential liability resulting from the acts or omissions of Customer and/or the participants in the Event;

WHEREAS, Customer has assured CPSI that Customer will use the Park in a safe, careful, and lawful manner and will monitor the Event to ensure the participants are using the Park in a safe, careful and lawful manner; and

WHEREAS, CPSI is only willing to permit the use of the Park for the Event if Customer executes this Agreement.

NOW, THEREFORE, in consideration of the above, the observance of the mutual promises contained below and CPSI’s agreement to allow Customer to use the Park for the Event, the receipt and sufficiency of which consideration is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Indemnity and Release. Customer hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CPSI, its volunteers, agents, employees, officers, directors, suppliers, insurers and assigns, collectively referred to as "Releasees", from all liability to Customer or to its representatives,

agents, employees, assigns, heirs, patrons, Event participants, and/or any persons or their parents, spouses and next of kin for any and all loss, damage, claims or demands therefor on account of injury to their person or property, including death, which injuries, damages, claims or deaths occur or are alleged to have occurred in relation to or as a result, direct or otherwise, from the use of the Park for the Event.

Further, Customer agrees to INDEMNIFY, DEFEND AND TO SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost, including reasonable attorney fees, they may incur in relation to or as a result of a claim made by Customer or its representatives, agents, employees, assigns, heirs, patrons, Event participants and/or any persons or their parents, spouses and next of kin on account of injury to their person or property, including death, which injuries, damages, claims or deaths occur or are alleged to have occurred in relation to or as a result, direct or otherwise, from the use of the Park for the Event.

Further, Customer hereby ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE resulting, directly or otherwise, from the use of the Park for the Event.

Customer further expressly agrees that the scope of the foregoing Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

2. Notice. All notices under this Agreement shall be in writing, by registered or certified U.S. mail, return receipt requested, addressed to:

As to CPSI:
Circleville Pumpkin Show, Inc.
Attn: Barry D. Keller, V.P.
159 E. Franklin Street
Circleville, OH 43113

As to Customer:

3. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, successors and assigns. No delay or failure by either party to exercise any right hereunder and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. Each party hereto represents and agrees with each other party that he or she has been represented by independent counsel of such party's own choosing or has had the opportunity to obtain such representation and has chosen not to do so, that each party has carefully read this Agreement, and that such party is competent and fully authorized to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence. In light of the foregoing, there shall be no presumption that this Agreement is to be construed against the scrivener in the event there is determined to be any ambiguity herein. This Agreement constitutes the entire and integrated agreement between the parties regarding Customer's duty of indemnification and it supersedes any prior agreements. The parties have made no agreements or understandings regarding Customer's duty of indemnification other than those set forth within this Agreement and the documents signed contemporaneously therewith, if any. If any term or provision of this Agreement, or its application to any person, party or circumstance, is held invalid, then such term or provision shall be severed from this Agreement and the remainder of this Agreement and its application to all other persons, parties and circumstances shall remain in effect and shall not be affected adversely thereby. The parties expressly recognize that this Agreement is not against public policy and is not void pursuant to Ohio Revised Code Section 2305.31,

any statute of similar import, and/or any judicial decision rendered thereunder. The law of the State of Ohio shall govern this Agreement. Any action or proceeding in which the terms of this Agreement are at issue shall be brought in either the United States District Court for the Southern District of Ohio, Eastern Division or the Court of Common Pleas of Pickaway County, Ohio. In the event the terms of this Agreement conflict with the terms of any other agreement between the parties hereto, to the extent it is not possible to resolve the conflict and give meaning to both of the conflicting terms, the terms of this Agreement shall prevail.

CIRCLEVILLE PUMPKIN SHOW, INC.

By: _____
Its: _____
Date: _____

For Customers who are entities:
CUSTOMER

Print name of entity
By: _____
 Sign name
Its: _____
 Title
Date: _____

For Customers who are individuals:
CUSTOMER

Sign Name

Print Name
Date: _____