

# INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR PERMIT No. \_\_\_\_\_

It is agreed the permittee (applicant), \_\_\_\_\_, shall indemnify and hold harmless the County of San Mateo, its officers, agents and employees (County) from all claims, suits or actions of every, kind and description brought for or on account of injuries to, or death of, any person or damage to property caused by, arising out of, or in any way connected with, Permittee's activities at \_\_\_\_\_, under this Permit, except that arising out of the sole active negligence of County as Determined by a court of competent jurisdiction.

Further, it is specifically agreed that permittee (applicant) takes the property "as is" and shall indemnify and hold harmless the County, its officers, agents and employees, from all claims suits or actions of every kind and description brought for or on account of injuries to, or death of, any person or damage to property caused by, arising out of or in any way connected with Permittee's activities at \_\_\_\_\_, under this Permit.

The duty of permittee to indemnify and hold harmless, as set forth herein shall include the duty to defend as set forth in section 2778 of California Civil Code.

Permittee (applicant) has liability insurance in the amount of \$1 MILLION under Policy

No. \_\_\_\_\_, issued by, \_\_\_\_\_, and agrees to have the County of San Mateo named as an additional insured on this policy for any and all activities of permittee (applicant) pursuant to permit no. \_\_\_\_\_.

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Natural Resource Manager

\_\_\_\_\_  
Date

San Mateo County Parks Department