

### INDEMNITY AGREEMENT

This Indemnity Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the **Indemnifier**:

Name: \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone # \_\_\_\_\_

and **Indemnitees** The Alta Loma Riding Club, The Rancho Cucamonga Fire Department, The City of Rancho Cucamonga and any and all of their individual or collective agents and assignees.

Indemnifier and Indemnitees may collectively be referred to as the "Parties."

1. **INDEMNIFICATION:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnifier hereby expressly agrees to indemnify and hold harmless Indemnitees, their successors or assigns against all suits, actions, claims, demands, or damages that arise from the following:

- Training
- Instruction (written or oral)
- Information (written or oral)

**"Indemnifier shall not bring a claim against Indemnitee for any cause"**

2. **INDEMNIFICATION PROCEDURES:**

A. **Notice.** In the event that an Indemnitee receives notice of any asserted or impending claim where Indemnitee believes indemnification would be sought under this Agreement, Indemnitee shall promptly give notice to Indemnifier of the claim.

B. **Option to Defend.** In the event Indemnifier shall be obligated to indemnify Indemnitee under this Agreement, Indemnifier shall be entitled to assume the defense of any such claim, with counsel approved by the Indemnitee (which approval shall not be unreasonably withheld) upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by Indemnifier, Indemnifier will not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same claim; however, Indemnitee shall have the right to employ its own counsel in any such claim at its own expense.

**C. Duplication of Payments.** Indemnifier shall not be liable under this Agreement if Indemnitee has otherwise actually received payment (e.g. under any insurance policy, etc.) of the amounts otherwise indemnifiable under this Agreement.

**3. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**4. BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**5. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Indemnifier and Indemnitee.

**6. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**7. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service:

a. **If to Indemnifier:**  
At the address listed above

b. **If to Indemnitee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

*ALERT*  
**AGENT / INDEMNIFIER:**

*member*  
**AGENT / INDEMNITEE:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)