

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is being made and entered into on this ____ day of _____, 20__ by and between _____, located at _____ (“Indemnitor”) and _____, located at _____ (“Indemnitee”).

WHEREAS, Indemnitee seeks protection against any personal liability, claim, action, suit, loss, or damage that may result from the Indemnitee’s participation in the below-described Activity/Activities.

WHEREAS, Indemnifier sees to minimize any hardship Indemnitee may suffer as the result of any personal liability, claim, action, suit, loss, or damage that might result from the Indemnitee’s participation in the below-described Activity/Activities.

IN CONSIDERATION THEREOF, and a condition of Indemnifier and Indemnitee entering into this Agreement and of other valuable consideration, such receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby acquiesce as follows:

INDEMNIFICATION. Indemnitee seeks to be protected from the below-defined Activity/Activities (“Activity”):

Indemnifier hereby agrees to indemnify and hold harmless Indemnitee, its respective subsidiaries or other affiliates, officers, agents, or employees, or permitted successors and assigns against any and all from any and all claims, including but not limited to, liability, demands, and causes of action of any kind arising from or related to any loss, damage, punitive damages, reasonable legal fees and costs of whatsoever, which result from the above-referenced Activity.

Further, Indemnitee wholly agrees to cooperate with Indemnifier in defense of any such claim or legal action against it, which Indemnitee seeks to be Indemnified for. Indemnifier agrees to use its best efforts and act in good faith to ensure Indemnitee is indemnified and reimbursed to all expenses including but not limited to fines, judgments, settlements, and any other amounts actually and reasonably acquired in relation with the defense of any claim or legal action resulting from Indemnitee's participation in such Activity.

EXCEPTIONS. Indemnifier shall not be required to indemnify Indemnitee for any judgments, fines, expenses, settlements, and other obligations incurred as a result of the Indemnitee's participation in the Activity/Activities:

TERMINATION. This Indemnification Agreement may be terminated at any time either by either Party by written notice to the other respective Party.

REPRESENTATIONS AND WARRANTIES. Both Parties understand and represent that they are completely authorized to enter into this Agreement. The performance and obligations of either the Parties will not infringe upon or violate the rights of any third-party or infringe or violate any other agreement between the Parties, individually, organization, business, any other person, or any law or governmental regulation.

SEVERABILITY. If any term or provision of this Indemnification Agreement is found invalid, unenforceable, or illegal in any jurisdiction, such shall not affect any other term or clause of this Agreement nor invalidate or deem unenforceable, such term or clause in any other jurisdiction.

WAIVER. No waiver by either Party of any of the clauses hereof shall be effective unless explicitly provided in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in relation to any failure, default, or breach not expressly identified by written waiver, either or similar or different character, and whether such occurs before or after such waiver. No failure to exercise or delay to any right, power, privilege, or remedy arising from this Indemnification Agreement shall operate or be considered as a waiver. Neither shall a single or any partial exercise of any such right, remedy, power, or privilege preclude any other exercise of right, remedy, power, or privilege.

AMENDMENTS. This Indemnification Agreement may only be amended or terminated in writing agreed to and signed by both the Indemnifier and the Indemnitee.

LEGAL FEES. Shall a dispute between the parties result in legal action, the successful Party shall hold the right to recover its incurred legal fees, including but not limited to, any reasonable costs, and attorneys' fees.

LEGAL AND BINDING AGREEMENT. This Agreement sets aside all prior discussions and writings and constitutes the entire Agreement between the parties concerning the subject matter hereof. This Agreement is legally binding between the named Indemnifier and Indemnitee, as identified herein.

GOVERNING LAW. This Agreement will be governed by and constructed in accordance with the laws of the State of _____.

JURISDICTION. The courts of the State of _____ are to have jurisdiction to settle and decide any dispute or claim arising out of or concerning this Indemnification Agreement.

COUNTERPARTS. This Indemnification Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall be considered to be one and the same Agreement. A signed copy of this Indemnification Agreement delivered by fax, email, or any other method of electronic transmission shall be considered to have the same legal effect as delivery of an original signed copy of this Indemnification Agreement.

ELECTRONIC SIGNATURES. This Indemnification Agreement and related documents entered into in connection with this Agreement are signed when a Party's signature is delivered electronically, and such signatures shall be considered in all respects as bearing the same force and effect as original signatures.

HEADINGS. Headings are inserted for the convenience of each Party to this Agreement and shall not be considered while interpreting this Agreement. Words displayed in the singular mean and include the plural and vice versa. Words in the masculine gender encompass the feminine gender and vice versa. Words presented in the neuter gender involve the feminine gender and masculine gender and vice versa.

ENTIRE AGREEMENT. This Agreement constitutes the sole and entire Agreement of the above-named Parties regarding the subject matter contained in this Agreement. It further supersedes all prior and contemporaneous understandings, agreements, representations, and warranties (written and oral), concerning such subject matter.

IN WITNESS WHEREOF, the Indemnifier and Indemnitee hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

Indemnifier's Signature

Indemnitee's Signature

Indemnifier's Printed Name

Indemnitee's Printed Name