



**NEW CASTLE COUNTY
DEPARTMENT OF COMMUNITY SERVICES**

HOLD HARMLESS AGREEMENT

In consideration of the receipt of this permit from New Castle County, the Permittee hereby releases New Castle County and agrees to indemnify and HOLD HARMLESS New Castle County, its agents, or servants from all damages, including, but not limited to, attorney fees and other costs resultant from any injury to Permittee or any agent or employee of Permittee, or to any person coming upon the premises in connection with the Permittee's use and occupancy of the premises.

In no event shall New Castle County be liable for any damage or injury to Permittee or any agent or employee or Permittee or to any person coming upon the premises in connection with the Permittee's use and occupancy of the premises.

Permittee acknowledges that it shall reimburse New Castle County for any and all damage to New Castle County property, its agents, and/or its servants, as a result of the use and occupancy of the premises (ordinary wear and tear excepted) by Permittee, its agents, or servants, or by any person coming upon the premises during the Permittee's use as an invitee or licensee of the Permittee.

Permittee agrees that the rights and obligations under the permit and this agreement shall inure to and be binding on its successors and assigns.

This HOLD HARMLESS agreement **MUST** be signed by Permittee in his or her individual or representative capacity as an authorized representative of the organization named below, which representative represents by so signing that he or she has the authority to bind such organization, and received and accepted by New Castle County before any permit will be issued.

Permittee Organization or Individual's Full Name: _____
Type of Organization [corporation, partnership, etc.] _____

By: _____

Print Name: _____

Title: _____

Seal Must be Affixed here if a corporation or other such entity:

Date _____