

**CITY OF GALAX**  
**SPECIAL EVENT INDEMNIFICATION AGREEMENT**

In consideration of The City of Galax (the City) entering this Special Event/Facility Use Agreement with \_\_\_\_\_ (the User Group), and as a condition of said agreement, the User Group hereby agrees to indemnify and hold harmless the City, its governing council, and all agents, servants or employees, for any and all claims, law-suits, or judgments that may come about as a result of the User Group's negligence regarding the above described Special Event/Facility Use by the User Group except such loss, damage or injury as is caused by the sole negligence of the City.

This indemnification shall include, and not be limited to, any settlements, judgments or awards by a court of competent jurisdiction, or a board of arbitration. Said indemnification should also include costs for unnecessary legal representation and out-of-pocket expenses incurred by the City in connection with any action or defense necessary to protect itself under the terms of this agreement.

"Injury" or "damage" as these words are used in the foregoing paragraph, shall be construed to include, but not be limited to, injury or damage consequent upon the failure of or use or misuse by the User Group, its sponsors, contractors, agents, employees, or volunteers in planning, implementing, and supervising the described Special Event/Facility Use as well as any supervision of substance, material, machinery, or any and all kinds of equipment whether or not owned, furnished or lent by the City.

In addition to the above, the User Group represents and warrants that it has liability insurance policies in force and effect as required by the City, issued by a liability insurance company licensed to do business in the Commonwealth of Virginia and acceptable to the City. Said insurance company will without any cost or expense to the City, issue a certificate to the City naming The City of Galax as an *Additional Insured*. Said Certificate of Insurance shall be delivered to the City at least one week prior to the date of the Special Event/Facility Use by the User Group. In addition, said insurance company will agree to give notification to the City of any revocation and/or cancellation at least 30 days prior to or as soon as the said revocation becomes effective.

It is further agreed that the City has the Absolute Right of Cancellation without liability if the date and time of the Special Event/Facility Use is unavailable for any unforeseen reason at any time. The City will not be responsible for the financial loss of income or the expenses involved for the User Group with an interruption of this Agreement.

**STATEMENT OF USER GROUP UNDERSTANDING:**

*As the responsible representative of the User Group, I hereby state that the information in this application is true and accurate and that, if approved, I understand and agree to abide by the rules and conditions attached hereto.*

User Group: \_\_\_\_\_

User Group Representative (print): \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Representative Title: \_\_\_\_\_ Date: \_\_\_\_\_

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Approved { }

Disapproved { }

ACCEPTED BY (print name): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_