When is an ADULT HOLD HARMLESS/INDEMNITY AGREEMENT required?

The <u>Adult Hold Harmless/Indemnity Agreement</u> can be used in certain instances when groups or individuals, neither parish or school-sponsored nor affiliated, do not have insurance,

It has not been designed to be a replacement for insurance, but has been developed only for certain situations.

Adult Athletics

Each participant must sign an agreement; one form is sufficient for all occurrences in one season. Craft Fairs Each craft vendor must sign an agreement in order to participate in lieu of a certificate of insurance.

Other Small Group

Use for very small groups that do not have liability insurance. Each participant must sign an agreement.

What is an ADULT HOLD HARMLESS/INDEMNITY AGREEMENT?

It is a legal contract between the parish or school and the individual who signs it.

It bars the signer from making a claim against the parish or school.

It is only valid if the signer is 18 years of age.

Other details regarding the ADULT HOLD HARMLESS/INDEMNITY AGREEMENT

Do not alter the provided agreement in any way as an alteration could result in nullifying the legality of the agreement.

Retain the original copies of the signed agreements for at least two years.

Injuries and accidents are often not promptly reported so keep the original copies!

For further information or clarification, please contact Catholic Mutual Group directly at 800-228-6108.

ADULT VOLUNTEER HOLD HARMLESS/INDEMNITY AGREEMENT

This Facility is owned and maintained by the Roman Catholic Church of this community. As such the Facility User will agree to respect our faith and policies of the Diocese and will not knowingly or intentionally use the facility in a way that is in conflict with the teachings or policies of the Catholic Church.

The use of a parish, school or institutional facility shall not be granted to any individual, group or organization, whether parishioners or non-parishioners: whose purpose, tenets, acts or omissions, or objective contradict the faith and morals of the Catholic Church or the policies of the Diocese of Des Moines, as determined by the Bishop of the Diocese of Des Moines.

PARISH/SCHOOL:

(PARISH is understood to include the Arch/Diocese of Des Moines.)

ACTIVITY PARTICIPANT OR FACILITY USER:

DATES OF ACTIVITY OR USAGE: _____

TYPE OF ACTIVITY OR USAGE:

The above named ADULT VOLUNTEER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named ADULT VOLUNTEER which arise out of the above named VOLUNTEER ACTIVITY at the above named PARISH including but not limited to any personal injury, property damage, disability, death, and sickness or disease including, without limitation, any communicable disease.

Additionally, the above named ADULT VOLUNTEER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH/SCHOOL for any claim or cause of action whatsoever arising out of the above mentioned VOLUNTEER ACTIVITY which takes place during the above identified DATE(S) OF VOLUNTEER ACTIVITY that is brought against the PARISH/SCHOOL by the above named ADULT VOLUNTEER or their family members whether such claim arises from the alleged negligence of the PARISH/SCHOOL, its employees or agents or ADULT VOLUNTEER'S negligence. If any portion of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect

SIGNED BY:

NAME (Please Print):

DATE: _____

(Rev. 03/2024)