**GENERAL HOLD** HARMLESS AGREEMENT

General Hold Harmless Agreement

THIS **GENERAL HOLD HARMLESS AGREEMENT** is made and entered into as of **[Date]**, by and between **[Party A]**, a **[Legal Entity Type]** with its principal place of business at **[Address]**, hereinafter referred to as the "Indemnifying Party," and **[Party B]**, a **[Legal Entity Type]** with its principal place of business at **[Address]**, hereinafter referred to as the "Indemnified Party."

# Scope Of Agreement:

The Indemnifying Party agrees to indemnify, defend, and hold harmless the Indemnified Party from any and all claims, demands, actions, causes of action, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or related to [describe in detail the specific activity, event, or circumstance covered by this agreement, including any specific risks or liabilities involved].

# Indemnification:

1. The Indemnifying Party's duty to indemnify under this Agreement includes, but is not limited to, claims arising from negligence, gross negligence, willful misconduct, or any breach of statutory duty.
2. The Indemnified Party agrees to promptly notify the Indemnifying Party in writing of any claim or action for which indemnity is sought under this Agreement. The Indemnifying Party shall have the right to assume control of the defense of such claim, at its sole cost and expense, with counsel reasonably acceptable to the Indemnified Party.
3. The Indemnifying Party shall not settle any claim without the written consent of the Indemnified Party, which shall not be unreasonably withheld.

# Limitation Of Liability:

In no event shall the Indemnifying Party be liable for any consequential, indirect, special, punitive, or incidental damages, including but not limited to loss of profits, even if the party has been advised of the possibility of such damages.

# Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the **[State/Country]**, without regard to its conflicts of law principles.

# Amendments:

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

# Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this **General Hold Harmless Agreement** as of the **Effective Date** first above written.

**Party A: Party B:**

**[Your Full Name] [Your Partner's Full Name]**

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Party A's Signature Party B's Signature

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