



## Special Event Hold Harmless Agreement

Required to be executed by the Special Event Sponsor or Promoter engaged in activities for special events that will be held on property owned or controlled by the city of Goodyear, including rights-of-way and easement areas

**Event Name:** \_\_\_\_\_

**Event Location:** \_\_\_\_\_

**Event Date(s):** \_\_\_\_\_

- ❖ The term "Promoter" means any person who produces or conducts a Special Event on behalf of a Special Event Sponsor.
- ❖ The term "Special Event Sponsor" means a Person who conducts a Special Event on the Person's own behalf, or the person on whose behalf a Special Event is conducted.
- ❖ The term "Person" means an individual, agent, representative, firm, partnership, corporation, limited liability company, joint venture, organization, contractor, subcontractor, affiliate, association or other legal entity of any kind but shall not mean the city.
- ❖ The term "Vendor" means a Person, other than a Promoter and/or Special Event Sponsor who occupies a space, cell, booth, or other temporary structure or location for the purpose of retail sales of goods or services to the public in connection with a Special Event.
- ❖ The term "City" means the city of Goodyear, an Arizona municipal corporation.

**CHOOSE ONE:**

- Promoter
- Special Event Sponsor
- Other Person (Vendor, Contractor, Subcontractor, etc.)

By signing below, the following individual or organization, in consideration of being authorized to use property owned and/or controlled by the city, including rights-of-way and easement areas, to the extent permitted by law, hereby agrees to waive, release and indemnify the city and its officers, elected and appointed officials, employees, agents, representatives, and volunteers from and against any and all claims, costs, liabilities (including bodily injury or illnesses), expenses or judgments, including attorney's fees and court costs (collectively "Claims"), arising out of or related to the activities of the permitted Special Event and also agrees to indemnify and hold harmless the city from and against any and all Claims arising out of or related to the activities of the permitted Special Event unless such Claims are caused solely by the negligence, gross negligence or willful misconduct of the city, its officers, elected and appointed officials, employees, agents, representatives, and/or volunteers.

The person signing this Hold Harmless Agreement represents and personally warrants that he/she has the authority and right to enter into this Hold Harmless Agreement on behalf of \_\_\_\_\_  
(Full Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date