



# City of North Miami Beach

## INDEMNITY AND HOLD HARMLESS AGREEMENT

Name of Individual: \_\_\_\_\_

Address of Primary Residence: \_\_\_\_\_

\_\_\_\_\_

Do you own the property: :  Yes  No

Is this your primary residence and homesteaded:  Yes  No

Is it a single family home:  Yes  No

### **Indemnification / Hold Harmless Agreement**

\_\_\_\_\_, in connection with providing the above referenced services and product to the City of North Miami Beach (“City”), hereby agrees to indemnify and hold harmless the City and its officials, officers, representatives, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), damages, claims, liabilities, losses, and expenses, including, but not limited to, attorneys’ fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts of the individual listed above or any negligent acts of the supplier with regard to their products.

### **Release, Waiver, and Discharge**

\_\_\_\_\_, HEREBY RELEASES, WAIVES, and FOREVER DISCHARGES, the City of North Miami Beach (“City”), its elected officials, officers, employees, agents and contractors, all for the purpose herein collectively referred to as “Releasees”, from any and all liability to its officers, directors, representatives, employees, for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death or damage to property, which were alleged to have been caused, whole or in part, of the negligence of another individual or entity.

Nothing in this release is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

The individual listed above expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the State of Florida, and in the event that any portion of this release is found to be invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.



I, \_\_\_\_\_, HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

FURTHER AFFIANT SAYETH NAUGHT.

DATED \_\_\_\_\_, 2019

\_\_\_\_\_  
HOMEOWNER  
(Signature)

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA            )  
COUNTY OF MIAMI DADE )

BEFORE ME, the undersigned officer, duly authorized to take oaths and administer acknowledgments, personally appeared, an authorized representative of the individual, who, is personally known to me or who has produced \_\_\_\_\_ being first duly sworn, deposes and says that she executed the foregoing Hold Harmless Affidavit for the purposes therein contained.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NOTARY PUBLIC  
STATE OF FLORIDA  
My Commission Expires:  
Commission No.: