

Wyoming United Methodist Church

216 Wyoming Mill Road, Dover, DE 19904
(302) 697-8400 office@wyomingumc.com

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT dated the ____ day of _____, 20__, is made by and between _____, a _____, with an address of _____ (hereinafter “the Organization” or “Indemnitor”), and Wyoming United Methodist Church, a United Methodist Church within the Peninsula-Delaware Conference of the United Methodist Church, with an address of 216 Wyoming Mill Road, Dover, DE 19904 (hereinafter “the Church” or “Indemnitee”).

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Organization and the Church have entered into a separate Agreement whereby the Organization shall be permitted to use the Church property located at _____ on the dates and times agreed to by the Organization and the Church from time to time for the following purpose(s): _____.
2. The Organization hereby fully and forever releases, indemnifies and holds harmless, waives and agrees not to cause or to be brought any and all claims, demands, actions, causes of action, and liabilities of every possible kind and nature whatsoever the Organization might assert, including without limitation, claims for personal injury, wrongful death or property damage, whether or not absolute, now or unknown, or otherwise. This release, indemnity and waiver specifically includes, but is not limited to, physically injury or harm caused by one member or leader of the Organization to another, property damage caused by the Organization members or leaders and any and all allegations of sexual harassment, sexual abuse, sexual misconduct, sexual contact, inference or innuendo by a person in authority to a subordinate, indecent exposure and any and all other improper sexual acts which cause a person discomfort, whether physical, mental or emotional, by any of the volunteers, representatives, agents, participants, leaders, employees or any person whatsoever who is associated with the Organization, against the Church, the Peninsula-Delaware Annual Conference and any of its Districts, or any of its trustees, pastors, council members, superintendents, bishops, stewards, elders, officers, employees, agents, members, representatives or volunteers, all of whom shall be considered the “Church” for purposes of this Agreement, and against any and all of the people who participate in any and all activities held on the Church premises referred to herein during the time the Organization is using said facilities and to which it has or shall become subject by reason of its use of the Church’s real property referred to in paragraph 1 hereof.
3. The undersigned further agrees to indemnify, defend and hold the Church harmless from damages, including, without limitation, special, incidental and consequential damages, losses or expenses suffered or paid, directly or indirectly, as a result of any and all claims, causes of actions, suits, proceedings, demands, judgments, assessments, and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained by or against the Church by reason of, arising out of or relating to the Organization’s use of the Church’s property referred to in Paragraph 1 hereof. The Organization shall reimburse the Church for any and all of the foregoing expenses; provided, however, that the Church shall not be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability arising out of its own willful misconduct or gross negligence.
4. The Organization, and/or its parent group, expressly acknowledges that it carries liability insurance which shall apply to and cover any such losses the Organization may suffer in conjunction with its use of the Church’s facilities as set forth herein and, specifically, does not exclude sexual misconduct on the part of the Organization or any of its members, volunteers, representatives, agents, employees, etc. The Organization’s liability insurance carrier is _____ and its policy number is _____.

The Organization shall provide the Church with written evidence that the Church is named as a loss payee or additional insured on the policy for any and all acts arising out of the activities of the Organization within the church building or related activities due to church affiliation.

5. The Organization further agrees that this Agreement (1) is binding upon the Organization's successors, assigns and legal representatives; (2) releases all successors, assigns and legal representatives of the Church as aforesaid; and (3) is to be governed by the laws of the State of Delaware.
6. The right of indemnification hereinabove provided for shall not be exclusive of any rights to which the Church may otherwise be entitled by law.

IN WITNESS WHEREOF, the Organization and the Church have set their hands and seals as of the day and year first above written.

ORGANIZATION/INDEMNITOR

(Signature)

(Print name)

WITNESS:

ATTEST:

(Signature)

By: _____ (SEAL)

(Signature)

(Print name)

Attest: _____

(Print name)

CHURCH/INDEMNITEE

(Signature)

(Print name)

WITNESS:

ATTEST:

(Signature)

By: _____ (SEAL)

(Signature)

(Print name)

Attest: _____

(Print name)