

Contracts & Indemnification

Risk General Liability Policy, Exclusion A:

- ⦿ "This coverage does not apply to liability assumed by the insured under any contract or agreement except a defined contract[.]"
- ⦿ Definitions:
 - > "**defined contract**" means any written contract under which the named insured assumes the liability of others for bodily injury or property damage not otherwise excluded by this policy and which has either been approved by the State Risk Manager or which incorporates a Governmental Entity Addendum approved by the State Risk Manager.

Indemnification

- Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, agents, and employees from and against any and all losses arising from personal or bodily injury to or death of persons or damage to or theft of the property of Licensor **to the extent caused by the negligent acts, errors and/or omissions or the intentional or willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.**

INDEMNIFICATION AND HOLD HARMLESS

- Licensee covenants and agrees that it will save, defend, indemnify and hold The Gateway and all of its respective successors and assigns (“Indemnified Parties”), harmless from any and all loss **of every kind and nature whatsoever, resulting from, arising out of, or in any way related to, directly or indirectly, the use provided for in this Agreement, or the conduct or operation of the Event.**

Indemnity

- The Center agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused in whole or in part by the negligence of the Center's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

Indemnity

- The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest System lands under this permit.

- **Liability.** Both the School District and the University are governmental entities under the Governmental Immunity Act, §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each party shall be liable only for its own negligent acts or omissions or those of its employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Each party carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in this Agreement shall require either party to carry different or additional insurance.

Indemnification

- University and the Provider agree to indemnify each other from any claims or liability, including reasonable attorneys' fees, due to their respective negligent acts or omissions arising from the performance of this Internship Agreement. Each party further agrees to have in effect insurance coverage to adequately underwrite this promise of indemnity.
- Neither University nor the Provider will be responsible nor held liable for any claims arising out of or caused only by the other party's actions, inactions or negligence. **If, however, such claims disputes, losses, damages, injuries, adverse events or outcomes are the result of the joint fault of both the Provider and University, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party's respective fault.**

Indemnification

- **The School District expressly agrees to indemnify and hold the City harmless from any and all liability incurred or resulting from the School District's use of City property** and, upon request, to defend the City in any actions or proceedings brought against the City in connection with the School District's use of the City's property or public rights-of-way.
- The parties agree that the School District and the City are governmental entities under the Utah Governmental Act, Utah Code Sections 63G-7-101 et seq. ("UGIA"). Nothing in this Agreement, including without limitation any indemnity obligations, shall be construed as a waiver of any rights, immunities, or defenses otherwise applicable under the UGIA.

INDEMNIFICATION

- Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

Indemnity

- **Except for our gross negligence or willful misconduct**, you shall indemnify, hold harmless and defend us and our respective principals, partners, members, shareholders, officers, agents, servants, employees, managers, and contractors, from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees incurred by us in connection with any loss of life, personal injury or damage to property or business **arising out of or in any way connected with the event location or your operations, the condition, use, maintenance, repair or occupancy of the event location, or in any way arising out of your activities or the activities of your contractors or sublessees or their respective agents, employees, servants, invitees or contractors.**

Liability and Indemnification

- The School agrees to indemnify and hold harmless the City from any and all claims for injury or property damage that arise out of the actions, omissions, or negligence of the School or their employees, **students and invitees**, agents, contractors, or officers as a result of this Agreement. The School also agrees to indemnify and hold harmless the City **for claims or injuries, including attorney fees, that may occur during School's or School's invitees' operations on the City Property.**

UTA v. Greyhound (2015)

- The Utah Supreme Court held that a party that contracts to purchase insurance to cover the other contracting party's own negligent acts, but which fails to obtain the required insurance, is liable to the other party for what the insurance would have covered.

Language to be included in Risk Certificates of Insurance involving AI status:

- If Additional Insured Status has been granted, Certificate Holder is an additional insured with respect to the negligent acts or omissions of the Insured Organization. **Subject to all terms, conditions, exclusions and endorsements afforded by the coverage document, coverage shall also apply to the additional insured, but only as to liability arising directly from the actions and activities of the covered party** described above. Regardless of any indemnity language in a contract between Certificate Holder and Insured Organization, unless such indemnity language is pre-approved by State Risk Management, **additional insured status does not confer any coverage on the Certificate Holder for the actions or activities of the Certificate Holder, its employees or representatives.** Issuance of this certificate does not waive any limit on liability or any defense which may be asserted under the Utah Governmental Immunity Act, U.C.A. §63G-7-101 et seq.