

HOLD HARMLESS A G R E E M E N T

THIS AGREEMENT made this _____ day of _____, 20____, by and between the PORT OF SKAGIT COUNTY, a Washington municipal corporation, of 15400 Airport Drive, Burlington, Washington, 98233, as owner, hereinafter referred to as "the Port," and _____, of _____, hereinafter referred to as "Operator,"

W I T N E S S E T H:

For and in consideration of the privilege of conducting operations on or about Port property on _____, and, _____, the undersigned Operator hereby covenants and agrees:

1. HOLD HARMLESS:

A. To protect, indemnify, defend and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all liabilities, obligations, fines, claims, claims for mechanics liens, damages, penalties, causes of action, costs and expenses (including without limitation attorney's fees and expenses), and any and all claims by or on behalf of any person or persons, firm or corporation, in connection with any such items of actual or alleged injury or damage;

- arising out of acts or omissions of the Operator, its servants, agents, invitees, guests and employees on or about Port property, or
- arising out of the use of Port property of any part thereof, including but not limited to, floats, docks, or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways, or
- due to or arising out of any failure on the part of the Operator to perform or comply with any rule, ordinance, or law to be kept and performed.

B. THE UNDERSIGNED OPERATOR HEREBY WAIVES (GIVES UP) ITS IMMUNITY UNDER THE INDUSTRIAL INSURANCE ACT RCW TITLE 51 AND/OR THE LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT.

C. THE UNDERSIGNED OPERATOR HEREBY AGREES TO INDEMNIFY THE PORT FOR THE CONCURRENT NEGLIGENCE OF THE PORT AND THE UNDERSIGNED OPERATOR.

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This indemnity agreement does not apply when such damage or injury be caused solely by negligent or intentional acts of the Port, its elected officials, agents or employees.

2. **JOINT, SEVERAL AND PERSONAL LIABILITY:** In the event of the failure of the Operator to perform as herein specified, the undersigned as an individual signing for the Operator, personally guarantees the Operator's performance.
3. **AUTHORITY:** The undersigned is authorized to sign on behalf of and obligate Operator to the terms and conditions of this Agreement.
4. **CAPTIONS:** The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
5. **INVALIDITY OF PARTICULAR PROVISIONS:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first above written.

PORT OF SKAGIT COUNTY

OPERATOR

(By my signature hereto I acknowledge having read the foregoing, above and reverse side hereof, and certify compliance therewith)

By date

By date

Print Name & Title

Print Name & Title