

**Basic Hold Harmless and Waiver of Subrogation  
For  
YWCA of York**

**HOLD HARMLESS**

1.1 To the fullest extent permitted by law, \_\_\_\_\_ (the "Renter") shall defend, indemnify and hold harmless the YWCA of York, all of its subsidiaries and affiliated companies, their officers, their directors, their employees, their shareholders and their agents from any and all claims, suits, losses, demands, or related causes of action for damages, including but not limited to, such claims that may result from any injury or death, accidental or otherwise, during, or otherwise arising in any way out of this Rental Contract provided that such claim, damage, loss, damage or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent act or omissions of the Renter, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist in favor of the YWCA of York, or its agents.

1.2 In claims against the YWCA of York indemnified under Paragraph 1.1 by an employee or agent of the Renter, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 1.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Renter or under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

1.3 \_\_\_\_\_ and the YWCA of York waive all rights against each other and any of their subcontractor, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property or inland marine insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity who would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damage.

Name of Renter \_\_\_\_\_

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_ Dates of Rental \_\_\_\_\_