

INDEMNIFICATION AND HOLD HARMLESS FROM LIABILITY AGREEMENT

Name of Company: _____

Services Provided: _____

Service Location: All locations on the campus of California State University San Marcos; including Temecula location, UARSC office and events held at the President's residence.

I, on behalf of _____ ("Contractor") and to the fullest extent by law, affirm that we will hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, The California State University San Marcos, the University Auxiliary and Research Services Corporation, The San Marcos University Corporation, The Associated Students Incorporated at Cal State San Marcos, The California State University San Marcos Foundation and the officers, employees, related entities, duly authorized volunteers, and agents of each of them ("University") from and against all claims, demands, causes of action, lawsuits (whether at law, equity or both), proceedings, liabilities, losses, damages, expense costs (including without limitation attorney's fees and costs and expert witness fees), judgments, penalties and liens or every nature resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Contractor's products or its performance of services hereunder, or its failure to comply with any of its contractual obligations, or its failure to comply with any current or prospective law, regardless of Contractor's fault or negligence, including any of the same resulting from the alleged or actual negligent act or omission of an Indemnified Party, except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the University, its officers, agents or servants.

This indemnification obligation shall survive any other contractual obligation and shall not be limited by any term of any insurance policy.

The undersigned affirms she or he is authorized to bind the above organization.

Signature

Date

Print Name

Print Title

Business Address (include city & zip)

Phone Number

Email

Please return to: UARSC Risk Management
435 E. Carmel Street
San Marcos, CA 92078
Office: 760-750-4700 Fax: 760-750-4710