

# Sample Waiver of Subrogation

This agreement is between \_\_\_\_\_, a Kiwanis Club and \_\_\_\_\_,  
an owner or lessor of property located at \_\_\_\_\_

Whereas the Kiwanis Club wishes to use the property for an event to be held on or  
around \_\_\_\_\_; and whereas Owner/Lessor wishes to make the premises  
available for their use;

Therefore, in consideration of the exchange of promises contained herein and other  
valuable consideration, the Kiwanis Club and Owner/Lessor agree as follows:

1) Owner/Lessor agrees to waive all rights of subrogation against Kiwanis Interna-  
tional, the Kiwanis Club and their insurers for damages to the premises to the ex-  
tent that such damages are covered by the Owner's /Lessor's insurance or would  
have been covered but for the application of a deductible.

2) Kiwanis Club agrees to waive all rights of subrogation against Owner/Lessor  
and its insurers for damages to property belonging to the Kiwanis Club or its mem-  
bers to the extent that such damages are covered by the Kiwanis Club's or  
member's insurance or would have been covered but for the application of a de-  
ductible.

3) This Agreement is separate and distinct from any other lease or other agreement  
regarding or relating to the use of the premises. It is expressly agreed that this  
Agreement is not a part of the consideration offered under any other agreement,  
and that no merger clause of any other agreement shall serve to extinguish this  
separate and distinct Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by: \_\_\_\_\_

\_\_\_\_\_  
For Owner/Lessor

\_\_\_\_\_  
For Kiwanis Club

# Sample Hold Harmless Agreement

## Instructions for use:

- 1) Kiwanis International requires that local clubs obtain a hold harmless agreement from contractors and service providers in most instances (Refer to the Risk Management Program for Kiwanis International.) This sample wording is provided in order to give your attorney a starting point in drafting language appropriate for your specific circumstances. The drafting of a contract is a complex matter, and neither Kiwanis International nor Conesco Risk Management can accept any responsibility for the use of this language without review by your attorney.
  
- 2) Your basic contract with contractors and service providers should contain the hold harmless agreement. A separate hold harmless agreement is confusing at best and may well be voided by the merger provision of your basic contract.
  
- 3) The degree to which one party can hold harmless the other party varies, depending on the nature of the activity and local law. However, you can almost never be held harmless for your own gross negligence or recklessness. Be sure to have your attorney review your agreement to be sure it does not go too far.

Sample Wording for a Hold Harmless Agreement: Contractor/Service Provider agrees that it will indemnify and hold harmless Kiwanis International and \_\_\_\_\_, a Kiwanis Club, from and against all losses, claims, suits or other legal liability and legal expenses of any nature imposed upon or brought against them by reason of any act or omission of the Contractor/Service Provider or its agent or employees in the course of performing the work of providing the services that are the subject of this contract.