Hold Harmless & Indemnification Agreement

Permittee (Owner of Business): _____ Phone: _____

Site Address: _____

Business Name: _____

All personal property on the sidewalk area (hereafter "Premises") shall be at the sole risk of Permittee. The City of Burien, its employees and agents shall not be liable for any injury to or death of any person, or damage to property, sustained or alleged to have been sustained by Permittee or others as a result of any condition (including future conditions) in or on the Premises. Permittee agrees to indemnify, defend and hold the City of Burien, and its respective employees and agents, harmless from any and all claims, liabilities, losses, damages, actions, costs and expenses of any kind (including reasonable attorneys' fees) arising out of Permittee's use of the Premises or the conduct of its business or any activity or thing occurring on the Premises, and for property damage or bodily injury (including death) suffered on or about the Premises by any person, firm or corporation. The terms of this Section shall survive any expiration or termination of this Permit.

The indemnification obligations contained in this section shall not be limited by any worker's compensation benefits or disability laws, and Permittee hereby waives any immunity that it may have under the Industrial Insurance Act, Title 51 RCW, and similar worker's compensation benefits or disability laws.

Permittee agrees that he/she has read the above provision and that any questions he/she had concerning it were fully explained to his/her satisfaction by Permittee's attorney or agent. Permittee understands that he/she will be the party held financially responsible under all conditions and not the City of Burien or its officials, agents, or employees.

Signature of Business Owner: _____ Date: _____