



# UNIVERSITY RELEASE AND INDEMNIFICATION AGREEMENT For Use Of University Facilities By Non-University Groups

Name of Campus: \_\_\_\_\_

Purpose(s) of Use: \_\_\_\_\_

The Pennsylvania State University (hereinafter referred to as "University"), hereby agrees to permit \_\_\_\_\_ (hereinafter referred to as "Organization") to use to use the following University premises: \_\_\_\_\_ on \_\_\_\_\_ from \_\_\_\_\_ (AM/PM) to \_\_\_\_\_ (AM/PM), but only for the purpose(s) listed above.

In consideration of University permitting Organization to use University premises, and intending to be legally bound, Organization hereby agrees as follows:

1. Organization, on behalf of itself, its members, agents and employees hereby releases University, its trustees, officers, agents and employees, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever while Organization is in or upon any University premises, including the particular premises described above (collectively, the "Premises"), during the term of this Agreement, or occasioned by any occupancy or use of any University Premises or any activity carried on by the Organization in connection therewith.
2. Organization hereby covenants and agrees to indemnify, defend and hold harmless University, its trustees, officers, agents and employees, from and against any and all liability, claims, charges, expenses (including counsel fees) and costs on account of or by reason of any injuries, liability, claims, suits, or losses however occurring or damages growing out of the same, arising directly or indirectly out of Organization's occupancy or use of University Premises or any activity carried on by the Organization in connection therewith, whether or not caused in part by a party indemnified hereunder.
3. The Organization shall provide a Certificate of Insurance evidencing General Liability Insurance of not less than \$1,000,000 per occurrence and written on an occurrence basis. The University must be shown as Additional Insured under the General Liability Insurance on the Certificate. The University reserves the right to require additional insurances or higher limits of coverage or to grant an exemption depending on the nature of the event.
4. Organization agrees to follow all applicable University policies. In particular, if the Organization's activity shall involve minors, Organization certifies that the Officer whose signature appears on this document has read University Policy AD39 Minors Involved in University-Sponsored Programs or Programs Held at the University and/or Housed in University Facilities and the Organization has complied with all relevant aspects of University Policy AD39 Programs Involving Minors Housed in University Facilities.
5. The University has the right to terminate Organization's use of any University Premises if, in the sole discretion of University, such use would interfere with operation of the University, or if the event cannot be held by reason of fire, flood, acts of God, strikes, labor disturbances, or other events beyond the control of the University.
6. The Organization agrees to release, hold harmless and defend the University from any costs, including legal fees, due to the University's termination of Organization's use of any University Premises.
7. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The Organization hereby agrees to be subject to the jurisdiction of the courts for the County of Centre, Pennsylvania and agrees further that Centre County shall be the venue for any and all legal actions brought under this Agreement.
8. The signatory is authorized to sign this document on the Organization's behalf and understands and agrees that the University accepts no responsibility or liability for any acts or injuries occurring from the use of the University facilities for the purpose stated above.

By signing below, the Organization's Officer affirms that they are authorized to obligate the Organization to all of the above terms of this agreement.

Officer Name and Title \_\_\_\_\_

Signature, Organization Officer \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email \_\_\_\_\_

Organization must return signed Agreement and Certificate of Insurance to the Contact Person listed below.

**CAMPUS/COLLEGE CONTACT INFORMATION:**

Campus/College Contact Person \_\_\_\_\_

Contact Person PSU Email \_\_\_\_\_ Office Telephone # \_\_\_\_\_

**Distribution:** Please email the signed form with the Certificate of Insurance to psucontracts@psu.edu at least two (2) weeks prior to Event. Issuing office retains the original and the Organization Certificate of Insurance.