

## Summary of Key Points for Indemnification Clause:

### 1. Covered Events:

- Spring and Fall Conferences
- Various voluntary recreational/social events (explicitly listed: golf, trap shooting, cycling, pickle ball, hiking; implicitly including any other UFOMA-sponsored event)

### 2. Indemnified Parties:

- Utah Facilities Operation & Maintenance Association (UFOMA) itself
- Officers
- Directors
- Volunteers
- Third-party groups involved in UFOMA-sponsored events

### 3. Insurance Consideration:

- Conference-specific insurance, as required by rental venues
- **Note:** The indemnification clause will be broadly written to apply regardless of the presence of insurance, but it will encourage the purchase of insurance when possible.

## Draft Indemnification Clause:

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## INDEMNIFICATION CLAUSE

### 1. Indemnification Obligation:

In consideration of being allowed to participate in, attend, or provide services for any Utah Facilities Operation & Maintenance Association (UFOMA) sponsored event, including but not limited to conferences, recreational activities, and social gatherings ("Events"), the undersigned [Participant/Vendor/Volunteer/Organization] ("Indemnifying Party") agrees to indemnify, defend, and hold harmless UFOMA, its officers, directors, volunteers, and third-party groups involved in the Events ("Indemnified Parties") from and against any and all claims, demands, actions, suits, losses, liabilities, damages, and expenses (including, without limitation, court costs and reasonable attorney's fees)

("Claims") that the Indemnified Parties may suffer or incur, arising out of or related to:

- The Indemnifying Party's participation in, attendance at, or provision of services for any UFOMA Event;
- Any act, omission, or negligence of the Indemnifying Party in connection with any UFOMA Event;
- Any breach by the Indemnifying Party of its obligations under this Indemnification Clause.

### 2. Scope of Indemnity:

The indemnity provided by this Clause extends to all Claims, whether arising from:

- Negligence (except to the extent prohibited by law)
- Strict liability
- Breach of contract or warranty

- Or any other theory of liability
- 3. **Insurance:**  
While UFOMA may, at its discretion and as required by venue rental agreements, purchase insurance to cover certain Events, the Indemnifying Party acknowledges that:
  - The existence of such insurance does not limit the Indemnifying Party's obligations under this Clause.
- 4. **Notice and Cooperation:**  
In the event of any Claim, the Indemnified Parties shall:
  - Provide the Indemnifying Party with prompt written notice of such Claim;
  - Cooperate fully with the Indemnifying Party in the defense or settlement of such Claim, at the Indemnifying Party's expense.
- 5. **Governing Law and Jurisdiction:**  
This Indemnification Clause shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to any principles of conflicts of law. Any disputes arising hereunder shall be resolved through litigation in the courts of Utah, with the venue lying exclusively in Salt Lake County/Court.

**ACKNOWLEDGMENT:**

By participating in, attending, or providing services for any UFOMA Event, the Indemnifying Party acknowledges that it has read, understands, and agrees to be bound by the terms of this Indemnification Clause.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_