

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT PURSUANT TO PARTICIPATION IN THE ELMHURST PUBLIC ART MURAL PROGRAM**

It is hereby acknowledged that \_\_\_\_\_ (the “Applicant”) has applied for and received approval to install, place and maintain a mural upon the property or building located at \_\_\_\_\_ (the “Property”), pursuant to the City of Elmhurst Public Mural Art Program. By signing this document, the Applicant acknowledges that the City of Elmhurst would not allow the installation, placement or maintenance of a mural upon the Property unless the Applicant acknowledges its voluntary participation in the City of Elmhurst Public Mural Art Program and fully recognizes and assumes the existence of any risks that may exist from the installation, placement or maintenance of a mural on the Property.

The Applicant hereby agrees that the City of Elmhurst, its officers, employees, agents, volunteers, successors and assigns shall not be liable for any damages arising from personal injury or damage to the Property, which may be sustained in any way in, on or about the Property, resulting from or arising out of, in whole or in part, the installation, placement or maintenance of any mural on the Property, pursuant to participation in the City of Elmhurst’s Public Mural Art Program.

During the installation, placement and maintenance of a mural on the Property, the Applicant, its employees, volunteers, agents, contractors and representatives shall adhere to the rules and regulations of the City of Elmhurst Public Mural Art Program. In the event that the actions of the Applicant's employees, volunteers, agents, contractors or representatives result in injuries to person or property and a claim is made against the City of Elmhurst, the Applicant shall hold harmless, defend and indemnify the City of Elmhurst against any claim, demand, damage, right of action present or future, whether the same be known, anticipated or unanticipated, resulting from the installation, placement or maintenance of any mural on the Property, pursuant to participations in the City’s Public Mural Art Program.

The Applicant shall assume full responsibility for any such injuries or damages and hereby fully and forever releases and discharges the City of Elmhurst from any and all claims, demands, damages, rights or actions or causes of action present or future whether the same be known, anticipated or unanticipated resulting from or arising out of, in whole or in part, the installation, placement or maintenance of any mural on the Property, pursuant to participation in the City’s Public Mural Art Program.

Applicant Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_