

INDEMNITY AGREEMENT

This Agreement is made on May 12th, 2009. The parties to the Agreement are the Borough of National Park on its behalf and on behalf of the National Park Fire Department hereinafter jointly referred to as “National Park” and Westville Fire District No. 1 hereinafter referred to as the “Fire District” and the Westville Fire Department hereinafter referred to as the “Fire Department”.

WHEREAS, the Fire District has provided physical fitness equipment for use by members of the Fire Department and their family members over the age of 18 as per policy number P&E 4 adopted November 25, 2008, a copy of which policy is attached hereto as Exhibit A; and

WHEREAS, National Park wishes to make said physical fitness equipment available to members of the National Park Fire Department; and

WHEREAS, the Fire District and Fire Department are agreeable to use of the physical fitness equipment by members of the National Park Fire Department subject to the terms and conditions set forth herein;

NOW, THEREFORE, National Park, the Fire District and the Fire Department agree as follows:

1. Authorization for use of the physical fitness equipment in the gym at the Fire House situate at 23 West Olive Street, Westville, New Jersey is hereby granted by the Fire District and Fire Department solely to members in good standing of the National Park Fire Department.

2. Use of the physical fitness equipment by members of the National Park Fire Department is subject to all terms and provisions of policy P&E 4 attached hereto as Exhibit A. National Park acknowledges that the provisions of said policy pertaining to family members are not applicable to members of the National Park Fire Department.

3. National Park acknowledges that use of the physical fitness equipment by members of the National Park Fire Department may result in personal injury, property damage, and other loss or liability to members of the National Park Fire Department and/or to other persons and that it is essential as a strict condition to use of the physical fitness equipment by members of the National Park Fire Department that National Park indemnify and hold the Fire District and Fire Department harmless from any and all claims made against the Fire District and Fire Department by reason of use of the physical fitness equipment by members of the National Park Fire Department. National Park therefore expressly agrees to indemnify and hold the Fire District and Fire Department harmless from any and all claims for personal injury, property damage, and other loss or liability resulting from actions and/or inaction of members of the National Park Fire Department while in the Fire House and/or gymnasium pertaining to use or intended

use of the physical fitness equipment. National Park further acknowledges that indemnification shall include all reasonable legal fees and costs incurred by the Fire District and Fire Department pertaining to such claims.

4. National Park shall provide proof of insurance coverage for use of the physical fitness equipment by members of the National Park Fire Department in the minimum amount of \$2,000,000.00 per incident which policy shall name the Fire District and Fire Department as additional insureds. Not less than ten (10) days prior to the expiration date of said policy, National Park shall provide proof of renewal of said policy to the Fire District and Fire Department.

5. National Park agrees that the obligation for indemnification as set forth herein shall remain in full force and effect even if a claim for personal injury and/or property damage arising out of the actions or inaction of the members of the National Park Fire Department includes an allegation of negligence or other liability against the Fire District and/or Fire Department arising out of the actions or inaction of any Commissioner, officer, employee or agent of the Fire District and/or any employee, member or officer of the Fire Department.

6. If legal action should be filed which is the subject of indemnity under this Agreement, National Park agrees that the Fire District and/or Fire Department may employ an attorney of their own selection to appear and defend the action at the expense of National Park.

7. National Park shall be given notice of any act or occurrence involving a liability, claim or demand which is subject to this Agreement within thirty (30) days after such act or occurrence shall have come to the knowledge of the Fire District and/or Fire Department.

8. This Agreement may be terminated by a party upon thirty (30) days written notice to the other parties, provided however all rights and responsibilities which accrue prior to the date of termination will remain in full force and effect and will survive termination.

9. By signing below, the parties acknowledge that they have read this Agreement in its entirety and with full understanding of the terms and provisions of this Agreement are voluntarily signing this Agreement. The respective parties further represent that signing of this Agreement has been duly authorized by the Mayor and Council of National Park, the Commissioners of Westville Fire District No. 1 and the officers of the Westville Fire Department and that the within Agreement is fully binding upon the parties in accordance with said authorization.

