

Indemnity Agreement

WHEREAS, the undersigned Indemnitors have been unable to procure liability insurance naming the TSSAA as an insured party pursuant to Article II, Section 25, of the TSSAA Bylaws; and

WHEREAS, the TSSAA has agreed to accept this Indemnity Agreement in lieu of said liability insurance for purposes of Article II, Section 25, of the TSSAA Bylaws;

In consideration of the foregoing, the Indemnitors jointly and severally agree to indemnify and save harmless the TSSAA (including its officers, agents, employees, successors and assigns) from any claim, action, liability, suit, damage, or loss, including attorneys' fees and reasonable costs incurred in defending the same, arising from any acts or omissions of (Student's name) _____ while he/she is participating in interscholastic athletics (including contests, practices, and related activities) pursuant to Article II, Section 25, of the TSSAA Bylaws (the "Home School Rule").

If any claim covered by this Agreement is asserted, the TSSAA shall provide the Indemnitors with notice of the claim in writing. Thereafter, the Indemnitors shall at their own expense defend, protect and save harmless the TSSAA against said claim or any loss or liability resulting therefrom. Should the Indemnitors fail to so defend and / or indemnify and save harmless, then, in such case, the TSSAA shall have full rights to defend, pay or settle said claim on its own behalf without notice to the Indemnitors, who shall reimburse the TSSAA for all fees, costs, and payments made or agreed to be made to discharge said claim.

The Indemnitors agree to pay all reasonable attorneys' fees incurred by the TSSAA in enforcement of this Agreement.

This agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Signed this _____ day of _____, _____.
(date) (month) (year)

Indemnitor (Parent or Legal Guardian)

Indemnitor (Parent or Legal Guardian)