

Wicked Wolf Training LLC INDEMNITY AGREEMENT

This Indemnity Agreement (the "Agreement") is made and entered into as of the date of signing as indicated below (the "Effective Date,") by and between (Name) [REDACTED] (the "Indemnitor") and Cynthia Wolf DBA Wicked Wolf Training LLC (the "Indemnitee.") Each of the above shall be referred to as a 'Party' and collectively referred to as the 'Parties'.

WHERE AS, Indemnitor wishes to participate in the following activity provided by the Indemnitee: any classes, courses, training sessions, instruction, consultation or supervision by Cynthia Wolf DBA Wicked Wolf Training LLC (the "Indemnified Activities.");

NOW, THEREFORE, in consideration of the covenants and promises contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agrees to the following:

1. **Indemnity.** Indemnitor shall indemnify the Indemnitee, its officers, employees, owners, agents, contractors, and representatives, from any and all claims, suits, liabilities, injuries, damages, fines, penalties, losses or suits, including claims for attorney fees, caused by Indemnitor's negligence or misconduct in connection with the Indemnified Activities.
2. **Duty to Defend.** Indemnitor reserves the right to defend and control any claim brought against Indemnitee within the scope of this Agreement in any manner it deems appropriate. If Indemnitor chooses not to defend the claim, the Indemnitee may defend the claim and seek reimbursement from the Indemnitor. Whichever Party is controlling the defense of the claim must obtain written approval from the other Party of any proposed settlement of the claim before settlement may occur. Written approval of such settlement will not be unreasonably withheld.
3. **Warranties and Representations.** The Parties promise, represent, and warrant that:
 - a. They have not relied on any promises, statements, or representations that are not expressly outlined in this Agreement, and that no promises, statements, or representations have been made by any Party or their agents to induce any other Party to enter into this Agreement other than those expressly set forth or referenced herein.
 - b. In entering into this Agreement, the Parties have relied solely on the statements, representations, and/or warranties expressly set forth or referenced herein, and/or their own independent judgment, and/or the advice of their counsel, and nothing more. The alleged failure to disclose any material fact shall not be the basis for a claim by any Party, including any claim to set aside this Agreement. No Party owes any duty to any other Party to disclose anything.
 - c. The Parties represent and warrant that the individuals signing this Agreement have the full power and authority to make this Agreement and bind each respective Party.
4. **Severability.** If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
5. **No Construction Against Drafter.** For contract construction rules which may require the interpretation of an agreement against its drafter, neither Party shall be deemed the author of this Agreement.
6. **Entire Agreement.** This Agreement contains the entire and only understanding and agreement between the Parties, and it supersedes any prior or contemporaneous agreements, promises, understandings or representations, which shall be superseded, void and unenforceable, and this Agreement can only be modified hereafter by written agreement signed by all Parties that such modification affects.
7. **Amendment.** This Agreement may not be amended or modified except by an instrument in writing signed by both Parties.
8. **Governing State.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
9. **Dispute Resolution.** Any disputes between the Indemnitor and Indemnitee that arise out of this Agreement shall be submitted to mediation. The Parties shall make a good faith effort to resolve the dispute in mediation. If no resolution can be reached in mediation, then the dispute shall be decided in a court situated in Arapahoe County, Colorado.
10. **Counterparts.** This Agreement may be executed in a number of identical counterparts, all of which shall constitute one Agreement. In making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I HAVE HAD THE OPPORTUNITY TO HAVE THE CONTENTS OF THIS RELEASE AGREEMENT EXPLAINED IT TO ME, AND THAT I AGREE TO ITS TERMS.

[REDACTED]

Name/Date

[REDACTED]

Signature


Cynthia M Wolf DBA Wicked Wolf Training LLC