

MUTUAL INDEMNITY AGREEMENT

This Mutual Indemnity Agreement (Mutual Agreement) is entered into by and between Refinery Terminal Fire Company (hereinafter referred to as "RTFC"), and _____, (hereinafter referred to as "COMPANY"). RTFC and COMPANY, are collectively referred to herein as "the Parties."

WHEREAS, RTFC operates a training facility and provides instruction regarding various industrial firefighting, rescue and emergency/hazardous material response techniques, equipment and operations (globally hereinafter referred to as "Emergency Response Training"); and

WHEREAS, Emergency Response Training involves a high degree of risk of injury or death to participants and those who may be in the area of such activities or those on or near the premises where such activities and training materials are kept, stored, used or traveling, and such activities and materials are inherently dangerous; and

WHEREAS, COMPANY, in acknowledgement of the inherent risks associated with Emergency Response Training, desires to engage RTFC to provide Emergency Response Training to COMPANY's employees and/or agents; and

WHEREAS, in recognition of the associated risk of injury and/or death in participating or observing Emergency Response Training, the Parties wish to apportion the financial risk of loss as stated herein.

NOW, THEREFORE, in consideration of being allowed to participate in or observe RTFC Emergency Response Training, and the mutual promises stated herein, the Parties agree as follows:

RTFC'S INDEMNIFICATION OF COMPANY: RTFC SHALL RELEASE COMPANY FROM ANY LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND JOINT OWNERS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING IN CONNECTION WITH OR RELATING TO EMERGENCY RESPONSE TRAINING, IN FAVOR OF RTFC'S EMPLOYEES AND/OR RTFC'S SUBCONTRACTORS OR THEIR OR ITS EMPLOYEES, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY. RTFC'S INDEMNITY SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY COMPANY.

COMPANY'S INDEMNIFICATION OF RTFC. COMPANY SHALL RELEASE RTFC FROM ANY LIABILITY FOR, AND SHALL PROTECT, DEFEND, INDEMNIFY, AND SAVE RTFC, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND JOINT OWNERS HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE

NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING IN CONNECTION WITH OR RELATING TO EMERGENCY RESPONSE TRAINING, IN FAVOR OF COMPANY'S EMPLOYEES, COMPANY'S OTHER CONTRACTORS OR THEIR OR ITS EMPLOYEES, OR OTHER INVITEES, ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY. COMPANY'S INDEMNITY SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY RTFC.

RTFC and COMPANY both agree and stipulate that these indemnification provisions are conspicuous.

This Mutual Agreement will be effective upon the date of its execution and shall remain in effect and apply to any Emergency Response Training provided to COMPANY, COMPANY employees or COMPANY agents after the date of execution. To the extent necessary, any acceptance of Emergency Response Training after the Effective Date shall be deemed a renewal and acceptance of this Mutual Agreement.

(*company name*)

REFINERY TERMINAL FIRE COMPANY

By _____

By _____

Date

Date