INDEMNIFICATION

shall indemnify, defend and hold harmless the University of Hawai‘i and the State of Hawai‘i, and their officers, employees, agents, or any person acting on their behalf from and against: (1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with the performance of this agreement; (2) all claims, suits and damages by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Furthermore, shall reimburse the University of Hawai‘i and the State of Hawai‘i, and their officers, employees, agents, or any person acting on their behalf for all attorney’s fees, costs, and expenses incurred in connection with the defense of any such claims.

______________________________
Organization Name

______________________________
Signature/Title

______________________________
Date

Attachment D