

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification agreement is entered into on this date of _____ by and between Progress Inc., a non-profit corporation, located at 319 Ezell Pike, Nashville, TN 37217 and _____, an individual.

Recitals

On _____ (date) _____ desires to accompany an employee and client of Progress Inc. in a vehicle owned by Progress Inc. to (destination) _____ for the purpose of _____

_____. The intent of this Agreement is to indemnify Progress Inc. from any claims arising from and related to the travel to and from the destination listed above or any incidents occurring while accompanying the employee and client.

Agreement

_____ promises to indemnify and hold harmless Progress Inc. from any and all claims, actions and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to the travel so defined above on the date given.

This Agreement shall encompass claims resulting from (1) vehicular accidents or incidents occurring during the drive to and return from destination listed, (2) any accident or incident that occurs while accompanying the client and/or employee to destination listed.

In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third part claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

This Agreement shall be interpreted under the laws of the State of Tennessee.

Progress Inc.

Promisor

Sally Mills, Director of Fiscal Services

Signature

Printed Name