

# INDEMNITY AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Indemnitor Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Indemnitee Information:

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## 1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: “Indemnitor” means the party agreeing to indemnify under this Agreement; “Indemnitee” means the party entitled to indemnification hereunder.

## 2. Indemnity

The Indemnitor hereby agrees to indemnify, defend, and hold harmless the Indemnitee, their affiliates, officers, directors, employees, agents, successors, and assigns against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees and disbursements) arising out of or related to any act, omission, or negligence of the Indemnitor, its agents, or employees.

## 3. Scope of Indemnity

This indemnity extends to all claims, demands, suits, causes of action, and proceedings brought by third parties, including but not limited to claims for personal injury, property damage, breach of contract, or any statutory or common law claims under Canadian law.

## 4. Limitations

The Indemnitor shall not be liable to indemnify for any losses resulting from the gross negligence or willful misconduct of the Indemnitee. Furthermore, indemnification shall be limited to direct damages and shall exclude any indirect, incidental, consequential, special, or punitive damages.

## 5. Procedures

The Indemnitee shall promptly notify the Indemnitor in writing of any claim or action for which indemnity is sought. The Indemnitor shall have the right to assume control of the defense and settlement of such claim or action, subject to the Indemnitee’s reasonable approval.

## 6. Representations and Warranties

Each party represents and warrants that it has full power and authority to enter into this Agreement and that the execution and delivery of this Agreement has been duly authorized.

## **7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable provincial laws, without regard to conflict of laws principles.

## **8. Severability**

If any provision of this Agreement is found to be illegal, invalid, or unenforceable under Canadian law, the remaining provisions shall remain in full force and effect, and such provision shall be replaced by a valid provision that closely reflects the parties' original intent.

## **9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

## **10. Amendments**

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

## **11. Waiver**

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver thereof.

## **12. Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

## **13. Notices**

All notices or other communications required or permitted under this Agreement shall be in writing and delivered personally, sent by registered mail, or sent by nationally recognized overnight courier service.

## **14. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## **15. Legal Expenses**

The prevailing party in any dispute arising out of or relating to this Agreement shall be entitled to recover its reasonable legal fees and costs.

## **16. Independent Advice**

Each party acknowledges that it has had the opportunity to obtain independent legal advice with respect to this Agreement and enters into it voluntarily.

## **17. No Partnership or Agency**

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

## **18. Confidentiality**

The parties agree to keep the terms of this Agreement confidential except as required by law or to enforce its provisions.

## **19. Survival**

The indemnity obligations under this Agreement shall survive the termination or expiration of this Agreement.

**20. Execution**

The parties have executed this Agreement as of the date first written above.

**INDEMNITOR'S SIGNATURE**

**INDEMNITEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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