



***BP2B Attachment to Policy No. BP2 Student Events Held on University Premises;
and Policy No. BP1 Student Events Involving the Consumption of Alcohol***

INDEMNITY AGREEMENT (BP2B)

This Agreement was made the first day of December 1992 between Kwantlen Polytechnic University and the Kwantlen Student Association, as follows:

WHEREAS

The Student Association wishes to sponsor student events held on campus or off campus, as the case may be, which may involve the sale of alcohol and the University has agreed to allow such events to be held on or off campus upon the condition that the Student Association execute and deliver to it this Indemnity.

NOW THEREFORE THIS INDENTURE witness in consideration of the premises the parties hereto covenant and agree each with the other as follows:

- 1. The Student Association will indemnify and save harmless the University from and against any and all claims of every nature and kind whatsoever, including any actions for personal injury or death, which may be made against the University by any person, firm, corporation, government or by any government department, commission board, bureau or agency including the Crown in any capacity arising out of or in any way connected with the management, operation and activities of the Student Association which are permitted to be held by the University on campus or off campus, as the case may be, and pursuant to its policies.*
- 2. If any part of Paragraph 1 of this Indenture shall be held invalid or contrary to all, the remainder of the said Paragraph 1 of this Indenture shall nevertheless be deemed to be valid and binding upon the parties.*
- 3. This Indenture shall be construed in accordance with and be governed by the laws of the Province of British Columbia.*
- 4. This Indenture shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, successors and assigns.*
- 5. Pursuant to this Agreement the Student Association shall, at its expense, secure and maintain public liability insurance in an amount not less than \$1,000,000 for personal injury, bodily injury, death, property damage in any one occurrence or series of occurrences arising out of one cause.*

6. *Every contract of insurance required to be maintained pursuant to this Agreement shall include a provision requiring the insurer to give thirty (30) days prior written notice to the University before making any material change in such insurance or termination or cancellation thereof.*
7. *The Student Association shall promptly furnish to the University, with respect to each and every policy of insurance required to be effected by the Student Association under this Indenture:*
 - a. *a fully certified complete copy thereof; or*
 - b. *a certification of insurance specifically confirming that all of the provisions required hereunder are included there in.*
8. *If the Student Association fails to insure as herein required or fails promptly to furnish to the University satisfactory evidence of such insurance or of the renewal of any policy before its expiration, the University may effect such insurance for the benefit of the Student Association or the University, or both of them, and any premiums paid by the University shall be recoverable from the Student Association upon demand.*

This Indemnity Agreement was executed and signed on behalf of Kwantlen Polytechnic University by the Vice President, Administration and on behalf of the Student Association by the President and Vice President.