

**Indemnification of owner or contractor for injuries or death.**

\_\_\_\_\_ *[subcontractor]* assumes the entire responsibility for and agrees to hold contractor harmless from and against any and all injury to or death of any and all persons and particularly, but without limiting the above, caused by, resulting from, arising out of any act or omission on the part of subcontractor or of the prosecution of the work under this agreement or occurring in connection with this agreement and all damage, direct or indirect, of whatsoever nature resulting from the performance of the work or resulting to the work from whatever cause, including acts or omissions and supervisory acts of contractor, shall be sustained by subcontractor, and subcontractor shall save contractor harmless from and against any and all loss and/or expense or damage which contractor may suffer or pay as a result of claims or suits by any third persons against contractor seeking recovery for personal injury and/or death whether the claims or suits be based upon contractor's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty, administrative regulation (whether nondelegable or otherwise) or obligation on the part of contractor or otherwise.