



**HUNTINGTON PLACE PROPERTY OWNERS’ ASSOCIATION, INC.**

**HOLD HARMLESS, RELEASE, AND INDEMNIFICATION**

To the fullest extent permitted by law, and in exchange for good and valuable consideration, including the right to participate in events and use the common areas and facilities, the undersigned, on his or her own behalf or on behalf of the minor listed below, agrees and covenants to defend fully, protect, indemnify and hold harmless Huntington Place Property Owners’ Association, Inc. (hereinafter the “Association”) from and against each and every claim, demand or cause of action and any and all liability, cost, expense (including, but not limited to, reasonable attorneys’ fees, costs and expenses incurred in defense of the Association, even if incident to appellate, post-judgment, or bankruptcy proceedings), damages or loss in connection therewith, which may be made or asserted by the undersigned or the undersigned’s agents, invitees, guests, or any third parties (including but not limited to the Association) on account of personal injury, death, damage, or property damage caused by, arising out of or in any way incident to or in connection with the undersigned’s or minor’s use of the Huntington Place common areas and/or participation in community events, including, without limitation, the \_\_\_\_\_.

At the election of the Association, the undersigned shall contest and defend the Association against any such claims of liability against the Association. The Association shall in any event, have the right, through counsel of its choice, to control the defense or response to any such claim to the extent it could affect the Association financially. For purposes of this indemnification, “claims” shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the Association, including, but not limited to, attorney’s fees and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses. The Association shall have the right to defend any such claim against it in such manner as the Association deems appropriate or desirable in its sole discretion.

The undersigned also waives and releases the Association from any and all claims, damages, losses, injuries, and expenses, including, but not limited to, attorneys' fees, arising out, relating to, or resulting from the undersigned’s/minor’s or the undersigned’s/minor’s agent’s, invitee’s, or guest’s use of the Huntington Place common areas and/or participation in community events, including, without limitation, the \_\_\_\_\_. For the purpose of this agreement, the term “Association” shall be deemed to include the Association’s directors, officers, employees, agents, and managers.

I certify that I have thoroughly read the contract, terms, rules and regulations, and hold harmless, release and indemnification and agree to same. I voluntarily sign this contract and agreement.

Printed Name: \_\_\_\_\_

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

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

Printed Name of Minor (if applicable): \_\_\_\_\_