

**Scenic Oaks Property Owners Association
RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

In consideration of the use of the Scenic Oaks Property Owners' Association (SOPOA) facilities described as The Scenic Oaks Clubhouse (the "Facility") by

_____ (User), the parties hereto agree as follows:

1. User agrees to **RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND** SOPOA, its officers, agents, representatives, employees, and Board of Directors from any claims, demands, accidents, theft, injury, damage to person or property, causes of action, at law or in equity, arising out of or by reason of use of the Facility, on or about, _____, (Including any injuries to User or User's guests which may occur directly or indirectly from the use of such Facility). **THIS AGREEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, CLAIMS, DEMANDS, CAUSES OF ACTION AT LAW OR IN EQUITY, FOUNDED IN WHOLE OR IN PART UPON THE NEGLIGENCE OF SOPOA, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, AND BOARD OF DIRECTORS.**

2. User accepts facilities on an "As-Is" basis. User agrees to inspect the entire Facility (including parking lot, interior, exterior or any area that may be utilized) and correct/warn of any potential risk of harm to any individual visiting the Facility. User acknowledges all equipment and property at the Facility has inherent risks of injury and assumes all risks of personal injury, death or property damage associated with the use of the Facility. SOPOA makes no affirmative representations related to the quality/safety of the Facility. User accepts full responsibility for the personal safety of all guests using the Facility.

3. User will reimburse SOPOA for any damage caused to the Facility, or surrounding property, by User's agents, employees, guests, or invitees. User shall be liable to SOPOA for any and all damages to the Facility caused by User and/or guests.

4. All insurance coverage for User's agents, employees, guests, or invitees is the responsibility of User.

5. User agrees to conduct no activity which would result in damage to the premises, increase in any insurance premium, nuisance, or have any other negative impact on the facilities. SOPOA reserves the right to cancel User's license to use the Facility at any time for any reason.

6. Indemnification shall include all of SOPOA's costs of enforcing the terms of this document, including but not limited to attorney's fees and court costs.

7. User has reviewed and agrees to comply with the Rules of Use of the Facility.

EXECUTED this _____ day of _____, _____.

Signature

Individually and as Representative for:

Organization:

Printed Name:

Address:

Phone No:

Date and Time of Use:
