

## INDEMNIFICATION AGREEMENT FOR USE OF LAKE LOT

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT, referred to as the Agreement, is executed by \_\_\_\_\_, referred to as the Indemnitor, in favor of LAKE CONWAY SHORES HOMEOWNERS ASSOCIATION, INC., referred to as LCSHA, and made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Since LCSHA is the owner of certain real property located at 5274 Jade Circle, Belle, Isle, Florida, hereinafter referred to as "the Lake Lot"; and

Since Indemnitor has requested that LCSHA make available for Indemnitor and his/her guests, collectively referred to as Invited Parties, the access and use of the Lake Lot, and LCSHA has agreed to permit that access and use of the Lake Lot on the condition that Indemnitor covenant and agree to the terms and conditions of this Agreement;

THEREFORE, in consideration of LCSHA allowing Indemnitor to have access and make use of the Lake Lot as described herein, and for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Indemnitor, Indemnitor covenants and agrees as follows:

1. Indemnitor shall indemnify, defend and hold free and harmless LCSHA, its subsidiaries, affiliates and successors, from and against any and all actions, claims, liabilities, assertions of liabilities, losses, costs and expenses whatsoever, including but not limited to attorney's fees, which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from the presence, activities, events and omissions of any nature whatsoever of Indemnitor, the Invited Parties, their agents, servants, employees, and their respective guests and invitees, and any other attendees making use of the Lake Lot, whether invited or uninvited, in connection with the access, use and occupancy of the Lake Lot, including without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property, and further including without limitation, any claim or claims arising out of the presence. If any action or proceeding shall be brought against LCSHA by reason of any such claim, Indemnitor, on notice from LCSHA, shall defend LCSHA at Indemnitor's expense by counsel approved in writing by LCSHA. Indemnitor further covenants and agrees to indemnify and save harmless LCSHA, and all of its boards, officers, employees and agents, from any and all claims, demands, judgments, and expenses, including attorney's fees, for any and all loss, damage, or injury to person(s) or property, or death arising under, or in any manner related to the use of and/or access to the Lake Lot, the activities conducted during such time, or the use or occupancy of the Lake Lot that is the subject of this Agreement. This indemnification and save harmless Agreement is intended to and shall extend to all loss, damage, injury to person or property, or death, proximately caused, in whole or in part, by the negligence or other tortious conduct of LCSHA, its boards, officers, employees or agents.
2. Indemnitor, on behalf of himself/herself, his/her employees, agents, the Invited Parties, and any and all parties who utilize the Lake Lot, referred to collectively as the Releasors, releases, acquits and forever discharges LCSHA, its successors, assigns, affiliates, subsidiaries, agents and employees, of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses and claims and demands of whatsoever kind or nature which Releasors now have or may ever have against LCSHA, its successors, assigns, affiliates, subsidiaries, agents and employees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by Releasors or the property of Releasors occurring on, at or about the Lake Lot, resulting from or during the time that Releasors are occupying or using the Lake Lot for any and all purposes whatsoever.
3. Notwithstanding that Indemnitor shall have full responsibility for the conduct and all use of the Lake Lot in a safe, lawful and nondisruptive manner, the Invited Parties shall obey all requests of LCSHA as to any matter regarding the access and/or use of the Lake Lot.
4. This Agreement contains the entire agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.
5. Indemnitor represents to LCSHA that he/she currently has in effect liability insurance either through a Homeowner's Policy or other insurance. Indemnitor covenants and agrees to keep such liability insurance coverage, or similar replacement coverage, in full force and effect until all claims are barred by applicable statutes of limitation for the above-referenced obligations. Indemnitor

represents and warrants to LCSHA that he/she has full right, power and authority to execute this Agreement. Indemnitor has executed this Agreement on the date first written above.

Witness:

\_\_\_\_\_

\_\_\_\_\_

Homeowner's Printed Name

\_\_\_\_\_

Homeowner's Signature

\_\_\_\_\_

Insurance Company Name