

Indemnity and Hold Harmless Agreement

This Indemnity and Hold Harmless Agreement (“Agreement”) is entered into by and between:

_____ (“Owner”) (print name and address)

and Westchester of Hillsborough Homeowners Association, Inc. (Association)

on _____ day of _____, 20____ for the purpose of approving the installation of the following recreational equipment fully within the boundaries of Owner’s Lot:

_____ (“Recreational Equipment”).

In consideration for receiving permission to install the Recreational Equipment from the Association, Owner agrees:

1. That he/she is solely responsible and liable for all maintenance, repairs and upkeep of the Recreation Equipment.
2. To indemnify, hold harmless and to assume all liability for death or injury to any persons and all liability for loss, damage, or injury to any property incurred or sustained by reason of, arising from, growing out of or resulting from Owner's installation of the Recreation Equipment or any person’s use of the Recreation Equipment, including costs, attorney's fees, and other expenses incurred by the Association in defending any such claim.
3. Owner waives and releases all claims against the Association, its officers, directors, committee members, agents, employees, and servants, and agrees that they shall not be liable for injury to any person or damage to any property sustained by Owner or by any other person resulting directly or indirectly from the installation of the Recreation Equipment, the use of the Recreation Equipment, the present or future condition of the Recreation Equipment, any defect, matter, or thing in the Recreation Equipment (or any part of it) or from its equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of the Owner or any user of the Recreation Equipment or of any other person related in any way to the Recreation Equipment.

Further it is understood and agreed that the Association’s approval for the installation of the Recreational Equipment shall not constitute or be construed as the Association making any representation, guarantee, comment or warranty as to the safety of the Recreational Equipment, compliance with any applicable law or regulation as to the use or installation of the Recreational Equipment, or the fitness of the Recreational Equipment for any purpose.

In the event that either party to this agreement files suit in a court of law to interpret or enforce the terms of this Agreement, the party prevailing in such action shall be entitled to attorney’s fees and costs.

For the Board of Directors of
Westchester of Hillsborough Homeowners Association, Inc.

“Owner”

(print name and title)

(print name)

(signature)

(signature)