The Village At Lake Pine II HOA, Inc. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

_____(Resident) makes this Indemnification and Hold Harmless Agreement in favor of VILLAGE AT LAKE PINE II HOA, INC. on this

the_____day of_____20____

- 1. **Recital.** RESIDENT wishes to use common facilities within the ASSOCIATION for the private purpose of holding a party, reunion, or other private festivities. The ASSOCIATION desiring to allow residents to enjoy the facilities available within the ASSOCIATION, will make common areas available for the private use of RESIDENT in consideration of RESIDENT executing this agreement for purposes of protecting the ASSOCIATION
- 2. Indemnification and Hold Harmless. RESIDENT agrees to indemnify and hold ASSOCIATION harmless from any liability, cost, including attorney's fees both at trial and on appeal, whether litigation is instituted or not, or expense arising out of RESIDENT'S use, temporary occupancy, for a possession and control of any areas within the ASSOCIATION specifically designated as common property belonging to the ASSOCIATION in general for RESIDENT'S private use. This includes, but is not limited to, any potential claims from third parties resulting form RESIDENT'S, RESIDENT'S invitees, relatives, guests, or family members negligence or willful conduct causing damage to any third party or to RESIDENT or RESIDENT'S family directly. This agreement is meant to be broad in scope and cover the ASSOCIATION for all damages whether incurred because of negligence or otherwise.
- 3. **Obligation**. RESIDENT is obligated to notify the ASSOCIATION immediately of any injuries, accidents, or incidents that could potentially lead to a claim against the ASSOCIATION arising out of in any way, RESIDENT'S use of the ASSOCIATION common property.
- 4. Enforcement. I understand this is a binding contract and ASSOCIATION may enforce its terms in any court in Broward County, Florida. I waive my right to a jury trial.

IN WITNESS WHEREOF,_____

_____as

Resident of unit_____has signed this Agreement on the date set forth above

Signature

BY: Village at Lake Pine II, HOA, Inc.