



RELEASE FROM LIABILITY and AGREEMENT TO INDEMNIFY
High Point Homeowners Association

This agreement is made on _____, 20__ in the City of Strongsville, Cuyahoga County, State of Ohio.

The parties to this agreement are _____, a resident of High Point residing at (address) _____, in the City of Strongsville, Cuyahoga County, State of Ohio, hereinafter called "INDEMNITOR," and the High Point Homeowners Association, of P.O. Box 361065, City of Strongsville, Cuyahoga County, State of Ohio, hereinafter called "INDEMNITEE," as owner/agent of the Recreation Facility.

In consideration for the use of the Recreation Facility, building, equipment or appurtenances thereto on _____, 20__ at a cost of \$ _____, it is hereby agreed that:

1. Indemnitor is fully aware that there may be risks and hazards unknown to Indemnitor and elects to voluntarily rent the Recreation Facility and accepts the facility and all equipment thereon in its present condition without representation or warranty by Indemnitee. Indemnitor agrees to engage in activities knowing that hazardous conditions may exist or may become hazardous during the course of said rental of facility. Indemnitee shall not be liable, and Indemnitor waives all claims against Indemnitee, trustees or agents, for injury or damage to persons or property sustained by Indemnitor or any guest or occupant of the building on the demised premises or the premises itself, resulting from (a) any part of the building, equipment, or appurtenances on the demised premises in need of repair, (b) any accident in or about the premises, or (c) any injury or damage resulting directly or indirectly from any act or negligence or any occupant of the building or any other person.
2. Indemnitor accepts full responsibility for all actions of any guests, invitees, attendees or employees while on demised premises. Indemnitor shall assume all liability for any injury or damage that may arise from any accident that occurs in front of the demised premises, or in, on or about the demised premises in any areas under the control of Indemnitor. Indemnitor shall indemnify Indemnitee against all claims filed by parties injured or damaged by an accident as provided herein. This agreement covers and constitutes a period of 24 hours before, during, and 24 hours after an event for which the facility was rented by Indemnitor and includes all persons or entities that participated in the event in any way.
3. Indemnitor shall indemnify and save harmless Indemnitee against all claims arising from the conduct or management of, or from any work or thing whatsoever done in or about the demised premises or any building or structure thereon or the equipment thereof, arising from any condition of any street, sidewalk, curbs, pool or parking area adjoining the premises appurtenant thereto, arising from any act or negligence of Indemnitor or any of his agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation, or corporations, occurring during such term of usage on, in, or about the demised premises or on the streets or sidewalks adjacent thereto. Indemnitor shall clean and restore the facility to its condition before rental and return possession to Indemnitee. Nothing in this agreement shall prevent Indemnitee from seeking relief or compensation for damages above and beyond the security deposit.
4. Indemnitor may serve alcohol on premises and agrees to do so in accordance with all Federal, State and Local laws and shall assume full liability in serving alcohol to guests and attendees. Indemnitor shall release, hold harmless and indemnify Indemnitee from all liability for any injury or accident resulting from any cause, including known or unknown dangers, including but not limited to acts of nature, intentional or negligent acts, of guests, attendees or third-parties on the way to the event, during, and on the way from the event as it pertains to any claim for loss, damages or injury.
5. Indemnitor shall also indemnify Indemnitee against all claims, demands, causes of action, suits, judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss or damage to property arising out of or in connection with the use and occupancy of the demised premises by Indemnitor, his agents, employees, or invitees. In the event of such claims made or suits filed, Indemnitor shall give Indemnitee prompt written notice thereof. Indemnitor has signed this agreement freely and voluntarily without inducement, assurance or any guarantee by Indemnitee.

INDEMNITOR

High Point Association, Agent for INDEMNITEE
Revised 02-2012