

RELEASE FROM LIABILITY AND AGREEMENT TO INDEMNIFY  
PINE LAKES RESIDENTIAL COMMUNITY, INC.

This agreement is made on \_\_\_\_\_, 20\_\_\_\_\_  
In the city of Strongsville, County of Cuyahoga, State of Ohio.

The parties to the agreement are \_\_\_\_\_  
Of (address) \_\_\_\_\_, City of Strongsville, County of Cuyahoga,  
State of Ohio, hereinafter called "Indemnitor," and Pine lakes Residential Community, Inc., of 10949  
Woodrun Drive, City of Strongsville, County of Cuyahoga, State of Ohio, hereinafter called "Indemnitee."

In consideration for the use of the Recreation facility, building, equipment of appurtenances  
thereto on \_\_\_\_\_, 20 \_\_\_\_ at a cost of \$ \_\_\_\_\_, it is hereby agreed:

1. Indemnitee shall not be liable, and Indemnitor waives all claims, for injury or damage to  
persons property sustained by Indemnitor or any occupant of the building on the demised premises or the  
premises itself, resulting from (1) any part of the building, equipment, or appurtenances on the demised  
premises in need of repair, (2) any accident in or about the premises, or (3) any injury or damage resulting  
directly or indirectly from any act or negligence of any occupant of the building or of any other person.

2. Indemnitor shall assume all liability for any injury or damages 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.

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 equipment thereof, arising from any condition of any street or sidewalk  
or 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.

4. Indemnitor shall also indemnify Indemnitee against all claims, demands, causes of action, suits,  
or judgments, including expenses incurred in connection therewith, for death or injuries to persons of for  
loss of 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 any such claims made or suits  
filed, Indemnitee shall give Indemnitor prompt written notice thereof.

\_\_\_\_\_  
PINE LAKES RESIDENTIAL COMMUNITY, INC.  
Agent for Indemnitee

\_\_\_\_\_  
Indemnitor (s)

Release Dated \_\_\_\_\_

\_\_\_\_\_  
Release Dated \_\_\_\_\_