

INDEMNIFICATION AND RELEASE FORM

WHEREAS, the undersigned Owner(s) or Tenant(s) (circle one) residing at _____ (address), in Westwood Lakes hereby execute this agreement for the purpose of boating, fishing and recreational use of the lakes and ponds within Westwood Lakes.

WHEREAS, to protect the ASSOCIATION, its officers, directors, members, agents and employees (hereinafter the "Association Parties") from any claims, damages, demands, suits, judgments, actions, causes of actions, debts, sums of money, accounts, claims and demands arising out of or related to the use of the lakes and ponds of Westwood Lakes on behalf of the undersigned unit Owner(s) or Tenant(s), I/we indemnify and hold harmless the Association Parties from any such actions, demands, suits, etc.; and

WHEREAS, the Association is not willing to provide the use of the lakes and ponds of Westwood Lakes to the undersigned unit Owner(s)/Tenant(s) without the benefit of this Indemnification and Release Form.

NOW THEREFORE, for Ten (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Association Parties and the undersigned, it is hereby agreed that the undersigned Unit Owner(s) or Tenant(s) hereby agrees/agree to hold harmless and indemnify the Association Parties from any claims, demands, suits, etc., including, but not limited to reasonable attorney's fees and costs at the trial and appellate levels, if applicable, against it or them by any party, resulting from or related to the use of the lakes and ponds of Westwood Lakes by the undersigned and the undersigned hereby releases said Association Parties and will not assert any claims against such Association Parties for the use of the lakes and ponds of Westwood

Lakes . This indemnification and hold harmless shall apply even in those situations where the claims may result directly or indirectly, in whole or in part from the negligence of the Association Parties. The Association shall have the right to limit or condition performance of the above-referenced services as the Board of Directors may reasonably determine from time to time in the exercise of its sole discretion.

Date: _____

WITNESSES:

UNIT OWNER(S)/TENANT(S)
