## STATE OF NORTH CAROLINA

## COUNTY OF RUTHERFORD

## **INDEMNIFICATION AGREEMENT**

This Indemnification Agreement is made as of the date set forth hereinbelow between HARVEST TIME BIBLE CAMP, HARVEST TIME FOUNDATION, and SHELBY CHRISTIAN SCHOOLS (hereinafter, collectively, "Harvest Time") and (hereinafter "Church") as follows:

## WITNESSETH:

WHEREAS, Harvest Time has agreed to lease its camp located at 744 Missionary Plantation Road, Ellenboro, NC to Church (hereinafter, the "Camp"), a copy of which lease is attached hereto as Exhibit "A" and incorporated herein by reference as though fully set forth herein; and

WHEREAS, in consideration for Harvest Time leasing the Camp to Church, Church has agreed to identify and hold Harvest Time, its officers, directors, agents representatives, employees and volunteers harmless from any and all claims, demands, losses, expenses, fees (including without limitation attorney's fees), costs, and judgments that may be asserted against Harvest Time, its officers, directors, agents, representatives, employees and volunteers arising out of the negligent acts, negligent omissions, intentional acts and/or intentional omissions of Church, its officers, directors, agents, representatives, employees and volunteers in the course of Church's leasing and /or use of the Camp, including, but not limited to any allegations of abuse, assault, molestation or exploitation whether of a sexual nature or otherwise.

**NOW THEREFORE**, in consideration for the leasing of the Camp from Harvest Time to Church and in consideration of the mutual promises, covenants, and provisions contained herein, the sufficiency of said consideration being hereby acknowledged by them, the parties, intending to be bound, hereby agree as follows:

1. Church hereby agrees to indemnify and hold Harvest Time, its officers, directors, agents, representatives, employees and volunteers harmless from any and all claims, demands, losses, expenses, fees (including without limitation attorney's fees), costs, and judgments that may be asserted against Harvest Time, its officers, directors, agents, representatives, employees and volunteers arising out of the negligent acts, negligent omissions, intentional acts and/or intentional omissions of Church, its officers, directors, agents, representatives, employees and volunteers in the course of Church's leasing and/or use of the Camp, including, but not limited to any allegations of abuse, assault, molestation or exploitation whether of a sexual nature or otherwise.

- 2. The parties hereby acknowledge and represent that they have read and understand the contents hereof, and that this Agreement is being voluntarily executed by the parties.
- 3. This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter contained herein. The parties have not relied upon any representations not set forth herein and all prior discussions and representations between the parties are merged into this Agreement.
- 4. In the event that any part of this Agreement shall be found to be illegal or in violation of public policy, or for any reason unenforceable at law, such findings shall not invalidate any other part hereof.
- 5. This Agreement shall in all respects be governed by and interpreted in accordance with the law of the State of North Carolina.
- 6. This Agreement, upon being fully executed, shall be in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed under their seal as of the date above written.

This the	e	_ day of	, 2011.		
			HARVEST TIME BIBLE CAMP, HARVEST TIME FOUNDATION, And SHELBY CHRISTIAN SCHOOLS  By:(Seal)		
					[Church]
			By		(Seal)