

INDEMNITY AND HOLD HARMLESS & AGREEMENT

THIS AGREEMENT is executed effective this _____ day of _____, 2019 by _____, whose _____ address _____ is _____, hereinafter referred to as "Indemnitor", in favor of and for benefit of Spring Creek Association, a Nevada Corporation of 401 Fairway Blvd, Spring Creek, Nevada and all of its officers, directors, employees, members and agents, individually and without limitation the parties, and hereinafter collectively referred to as "SCA".

For good and valuable consideration, the receipt and sufficiency of which being acknowledged, including the permission to use property owned or controlled by SCA, indemnitor, for itself and its offices, employees, agents and members does hereby agrees, irrevocably follows:

1. To indemnify and save and hold harmless SCA from and for, any and all liability, claims, suits, proceedings, demands, losses, damages or expense of any name or nature, including administrative orders and proceeding and arbitration, which SCA sustains or incurs, including all claims regarding property loss, personal injury or death, resulting in any way, or in any manner connected with indemnitor's use, occupation, or location, on or around the property owned or controlled by SCA.
2. Indemnitor assumes full risk of any loss, injury or damages whatsoever occurring while indemnitor, or any one of them, is in, on, or around the property of SCA.
3. If SCA, in the enforcement of any part of this Agreement, incurs any reasonably necessary expense, or becomes obligated to pay attorney's fees, court costs, witnesses' fees, travel costs, investigation charges and the like, indemnitor shall reimburse SCA for the same within 30 days of the date of receipt of written notices of such costs or expenses by SCA to indemnitor. This right of indemnity shall include any and all civil or administrative defense costs as incurred.
4. This Agreement is also a covenant not to sue SCA for any cause or matter referred to herein and indemnitor agrees that the provisions contained herein are intended to be as broad and inclusive as permitted by laws of State of Nevada and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.
5. Spring Creek makes no warranty or representations in regard to whether or not the facilities are fit for the intended use by the leasee and that the leasee accepts the premises in an 'as is, where is' condition without any warranty in regard to the facility's fitness for the intended use by the leasee.
6. Leasee warrants and agrees that it will not use the equipment, fixtures, and facilities located on or in the premises in any manner in violation of any covenant or condition in the Spring Creek DOR'S or any regulation or statute applicable to the premises under County, State or Federal law.
7. Upon execution hereof, this Agreement shall remain in full force and effect for all past activities referred to herein and shall apply to all future activities conducted by indemnitor or properties owned or controlled by SCA and this Agreement shall not expire nor shall it be revoked except in writing delivered to SCA's office above described.

IN WITNESS WHEREOF, Indemnitor has executed the following documents: Indemnity and Hold Harmless, Rules and Guidelines and fees, with full and complete knowledge of its effects, as of the day and date first above written.

INDEMNOR

Sign: _____

Print Name: _____

Group Name: _____

SCA Representative: _____

Date Received: _____