

INDEMNITY AGREEMENT

NAME: _____

(Please Print)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: _____ CELL: _____

E-MAIL: _____

This Agreement is made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Indemnitor") and THE GREAT OUTDOORS PREMIER RV/GOLF RESORT COMMUNITY SERVICES ASSOCIATION, INC. (hereinafter referred to as "Indemnitee").

WITNESSETH

Whereas, Indemnitor, as a Member and Owner of a Parcel or Parcels in THE GREAT OUTDOORS PREMIER RV/GOLF RESORT of Brevard County, Florida, desires to use the facilities and equipment leased to THE GREAT OUTDOORS SAWDUST CLUB, INC., for woodworking and other hobby and recreational purposes; and

Whereas, Indemnitor is familiar with and experienced in woodworking and the use of woodworking equipment, tools, machinery and related equipment and desires to use same on the Premises leased to THE GREAT OUTDOORS SAWDUST CLUB, INC., for such activities and Indemnitor does acknowledge that the improper use of said equipment and said activities may create a danger or risk of injury to third persons and damage to property of Indemnitee or to that of third persons and Indemnitor further agrees to exercise due care, and observe all safety precautions in the use and operation of said equipment.

Now, therefore, for use and in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Indemnity.** Indemnitor undertakes to indemnify Indemnitee from any and all liability, losses, injuries, damages, costs or other claims Indemnitee may suffer or incur as a result of Indemnitor's woodworking hobby or other activities conducted on the Premises leased as THE GREAT OUTDOORS SAWDUST CLUB, INC, or related thereto and to hold it harmless from claims of third parties for injuries and losses incurred by such parties as a result of the acts or omissions of Indemnitor.

2. **Duration.** The indemnity herein provided will extend to all such claims arising at any time from the date of this agreement and after the date hereof.

3. **Limitation of Liability.** Indemnitor's liability hereunder shall in no event exceed the total aggregate sum of Two million Dollars (\$2 million).

4. **Interest.** In the event the Indemnitee should incur any expense or pay any costs relating to this Agreement, the interest shall accrue on such expenditures from and after the date when made until repair in full by Indemnitor at the rate of six percent (6%) per annum, but in no event at a rate in excess of the maximum interest rate allowed by applicable law.

5. **Notice of Claim.** Each party shall provide the others(s) with written notice of any claim covered by this Indemnity Agreement which notice shall be mailed promptly, but in no event later than fifteen (15) days after receipts of such claim.

6. **Attorney's Fees.** In the event that either party seeks to enforce this agreement or to have the rights of the parties under any provisions of this agreement, declared by a court, the parties

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agree that all costs including reasonable attorney's fees (including charges for paralegals and others working under the direction or supervision under such attorneys), whether suit is brought, or whether occurred in connection with settlement, trial, appeal, or other creditor's proceedings or otherwise, shall be awarded to the prevailing party.

7. **Notice.** Any and all notices required or contemplated hereunder shall be provided by certified United States Mail or hand delivery.

8. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, and shall be enforced only in a court of competent jurisdiction in Brevard County, Florida.

9. **Severance.** The invalidity or unenforceability of any portion of this Agreement shall in nowise affect the remaining provision and portions hereof.

10. **Binding Effect.** This agreement shall bind the successors, heirs, and assigns of the parties hereto.

11. **Captions.** The paragraph captions used throughout this agreement are for the purpose of reference only and are not to be considered in the construction of this agreement or in the interpretation of the rights or obligations of the parties hereto.

12. **Time.** Time is of the essence to this agreement.

13. **Entire Agreement.** It is agreed that this document contains the entire agreement between the parties as to the matters herein contained and the agreement shall not be modified in any respect except by an amendment in writing signed by all parties hereto.

14. **Counterparts.** This Agreement may be executed in counterparts and any such document so executed by either party may be deemed to constitute an original.

15. The residents and members of the Indemnitor and the Indemnitee are not intended to be made third party beneficiaries of this agreement with separate and independent enforcement rights hereunder.

IN WITNESS WHEREOF. The undersigned have executed this instrument to be effective as of the date first above written.

INDEMNITOR:

INDEMNITEE:

(signature)

(signature)

(Print Name)

(Print Name)

1st Witness:

THE GREAT OUTDOORS PREMIER
R.V./GOLF RESORT COMMUNITY
SERVICES ASSOCIATION, INC.

(signature)

(Print Name)

2nd Witness

(Signature)

(Print Name)