

RELEASE AND HOLD HARMLESS AGREEMENT

DESCRIPTION OF EVENT: _____

DATE OF EVENT: _____

LOCATION OF EVENT: _____

In consideration of the granting of permission for the above use of the Common Elements and such related facilities as may be used by me and my guests and invitees (the "Facilities"), I/We agree to accept full responsibility for any costs or liabilities arising directly or indirectly from such usage and hereby fully release Elmcrest Howowners Association Inc (the "Association") and its managing agent, Associa New York (the "Manager") from liability in regard to such use. I/We further agree to indemnify, defend and hold harmless the Association, the Manager, and their officers, directors, agents and employees, from and against any and all claims, liabilities, losses, damages, actions, costs, expenses and demands of any kind arising out of or in connection with such use of the Facilities, and agree to make prompt restitution for any property loss or damage.

I/We understand that the Association reserves the right to enter and terminate my use of the Facilities should I/we violate any term hereof or should the conduct of any person using the Facilities endanger the health, safety or well-being of any person or constitute a threat to property. I/We understand that the Association and its Manager reserve the right to specify additional conditions for use of the Facilities.

I/We understand and agree to all of the conditions of the use of the Facilities set forth herein and/or annexed hereto and made a part hereof.

(Homeowner(s) printed name) (Date)

(Homeowner(s) printed address)

(Homeowner(s) signature(s)) (Phone number)

(Signed for the Association) (Date)

(Association representative printed name)