

RELEASE & INDEMNIFICATION

Each individual named below (each a "Tenant") agrees, on his/her own behalf and on behalf of his/her children, family members or guests that are allowed access to the living units and real property located at 8715, 8723 and 8725 N. Slalom Lane, Minerva, Ohio 44657 (all of which shall be referred to as the "Property"), to release, protect, defend, indemnify, and save and hold harmless Marcy Studer, MWS Trust [the owner of the Property], Still Valley Lake POA Inc. and it's officers/trustees and members, Milton Studer and MES Trust, SVL Resources LLC and their respective successors and assigns (all of which are collectively referred to collectively as the "Indemnified Parties") from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon, incurred by or asserted against (or which could be imposed, incurred or asserted against) the Indemnified Parties by reason of:

- (a) any accident, injury to or death of Tenant or other persons or loss of or damage to any personal property occurring on or about the Property or any part thereof or any other adjoining property [including, but not limited to any work or actions being performed in the first floor of the building at 8723 N. Slalom Lane] or property owned by any of the Indemnified Parties that may be located near or adjacent to the Property;
- (b) Any activity undertaken by the Tenant while at the Property, including (but not limited to) hunting, fishing, the use and access to the lake, dam, boat, woods/trees, paths or ways, or resulting from an act or omission of Tenant or anyone claiming by, through or under Tenant while at the Property;
- (c) any failure on the part of Tenant to perform or comply with any of the terms of any lease or any other agreements affecting the Property; and/or
- (d) the use, occupation, condition, or operation of the rental unit located on the Property.

Tenant agrees not to bring or assert any lawsuit, arbitration, proceeding or other cause of action against the Indemnified Parties for any reason whatsoever regarding use or occupancy of the Property or any activity (either the Tenant's own or the activity of any other Tenant or third party). In case any lawsuit, action, suit or proceeding is brought against the Indemnified Parties by reason of Tenant's use or occupancy of the Property, Tenant will, at Tenant sole expense, resist and defend such action, arbitration, lawsuit or proceeding, or cause the same to be resisted and defended with counsel acceptable to the Indemnified Parties.

Tenant acknowledge that the Property is located in a rural and natural area. Tenant agree that occupying and using the Property, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Tenant understand and agree that it is his/her responsibility to assess the hazards presented by their occupancy and use of the Property and further agrees that he/she accepts the potential risk of harm that may exist from such use.

By signing below, Tenant agrees that this Agreement shall bind the Tenant and his/her family members and spouse (if any), Tenant's estate, heirs, administrators, assigns, and personal representatives. Tenant acknowledges reading and understanding the terms of this document and agrees to the terms contained herein.

Signature of Tenant

Printed Name: _____

Date: _____

Signature of Tenant

Printed Name: _____

Date: _____

Signature of Tenant

Printed Name: _____

Date: _____

Signature of Tenant

Printed Name: _____

Date: _____

