## Indemnification and Hold Harmless of Fairwood Greens Homeowners' Association

This Indemnification and Hold Harmless is provided by the undersigned owner, tenant, and/or manager (collectively the "Operator") of the family home childcare or child day care center (collectively the "Center") operating out of a lot within the Association community. The Center is identified below. This Indemnification is made by and provided to the Association by the Operator pursuant to laws of the State of Washington pertaining to Centers.

Operator agrees to and shall indemnify and hold harmless the Association against any and all claims, whether brought by judicial or administrative action, relating to the operation of the Center. This Indemnification excludes claims arising in common areas that the Association is solely responsible for maintaining under its governing documents; provided, however, that this Indemnification for the Association shall apply if the claim is based upon actions or omissions amounting to negligence or intentional wrongdoing by Operator and/or Operator's employees, contractors, agents, or other persons who are acting on behalf of Operator at the time an incident occurs giving rise to a claim against the Association. If Operator is other than the individual owner(s) of the lot from which the Center is operating, the person signing this instrument as Operator, or is signing as an officer, director, or manager for and behalf of Operator, shall be personally subject to and obligated under this Indemnification to the Association.

This form must be submitted to Association prior to operation of center. Proof of insurance must be

## Waiver of Liability of Fairwood Greens Homeowners' Association

This Waiver of Liability (Waiver) is provided by the undersigned parent(s), guardian(s), or caretaker(s) (or hereafter collectively "Caretaker") of a child or children being cared for or by a family home childcare or child day care center (collectively "Center") identified below, located in the Association community. This Waiver is made and provided to the Association pursuant to laws of the State of Washington pertaining to Centers.

Caretaker(s) waive liability of and fully release the Association from any and all legal claims directly related to the operation of the Center in which their child or children attend.

Name(s) of child or children (Print names)

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Center Identification:			
Name of Center:			
Operator of Center:			
Address of Center:			<u>,</u> Renton, WA 98058
Phone Number for Center:			
Names of Caretakers:			
Print Name	-	Telephone	
Print Name	-	Telephone	
Print Name	_	Telephone	
Print Name	-	Telephone	

Telephone

Print Name