

RELEASE AND INDEMNIFICATION

1. _____ (Lessee) agrees to and shall indemnify the NFPHA (Lessor) against and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from the consumption of alcoholic beverages by Lessee or Lessee's guests on the clubhouse premises.
2. Lessee expressly and unequivocally agrees to indemnify and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of or relating to any alleged negligent act of the Lessor, imposed upon Lessor, premised upon the consumption of alcoholic beverages of Lessee or Lessee's guests within the clubhouse premises, as described herein.
3. Lessee, shall further, at his or her own cost and expense, indemnify and hold harmless, and defend any and all suits which may be brought against the Lessor, either alone or in conjunction with others, arising from injury to person or property resulting from or based upon the consumption of alcoholic beverages by Lessee or Lessee's guests within Lessor's premises as described herein and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against the Lessor in any such actions.
4. It is expressly agreed and understood that Lessor does not condone or promote the consumption of alcoholic beverages within the clubhouse premises nor shall the Lessor under any circumstances provide Lessee or Lessee's guests with alcoholic beverages to be consumed within the premise described herein and that Lessee shall be solely responsible for the behavior and the conduct of his or her guests both during and after their presence within the Lessor's clubhouse premises.

I, the Lessee, acknowledge that I have read and understand the **Clubhouse Usage Guidelines - 2013** form for North Forke Plantation HOA, Inc., which outlines the events, procedures, general clubhouse rules, fee schedule, usage agreement, and the **Release and Indemnification** form and have retained a copy of same. I agree to abide by all clubhouse usage guidelines.

Date: _____ Lessee/Homeowner's Signature: _____

Phone #: _____ Address: _____

Email Address: _____

Rental Information for: _____ Fob #: _____

Date and time of rental: _____

Purpose of rental: _____

Approximate # in attendance: _____ Utilizing: upper _____ lower _____ both floors _____

For Clubhouse Committee Use Only

Security Deposit: \$ _____ Check #: _____ Date Received: _____

Cleaning Fee: \$ _____ Check #: _____ Date Received: _____

Rental Fee: \$ _____ Check #: _____ Date Received: _____

Post-rental Inspection Notes: _____

Date of Inspection: _____ Inspected by: _____ Amt. of Deposit Returned: _____

This form will be retained in the permanent records of the Clubhouse Committee and Board.