

## HOLD HARMLESS AGREEMENT/RELEASE OF ALL CLAIMS

I, \_\_\_\_\_, the undersigned, being of lawful age and sound mind, and being the lawful Parent/Guardian/Custodian for \_\_\_\_\_, A Minor, while acknowledging the dangerousness of the activity and for the consideration of being allowed to participate in and use the herein described Huntington Town Home Properties, including the Common Areas and non-Townhouse controlled, maintained and/or operated Bounce House, which is being specifically provided by the Hosting Party, namely \_\_\_\_\_, at Unit \_\_\_\_\_ or the physical address of \_\_\_\_\_, as desired for fun and/or entertainment of myself, my Child and/or any and all other Family Members, do/does hereby for my Child, myself, my Spouse, our/its heirs, executors, Guardians, administrators, successors and assigns, do hereby specifically and intentionally waive, release, acquit, forgive and forever discharge the entire Huntington Townhomes Complex, the Huntington Townhomes Home Owner's Association (the "Association"), the Entire Board of Directors of the Association, past and present, as well as Platinum Property Management Company, as well as all one-hundred forty-seven (147) Individual Townhouse Units, (herein after collectively HBTH), *except* for the specific Unit/Hosting Party, as well as his/her/their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships, from any and all possible claims, actions, liability, causes of action, demands, rights, damages, costs, loss of service, loss of life and/or property, and expenses and compensation whatsoever, which the undersigned now has/have/had or which may hereafter in the future, accrue on account of or in anyway, shape or form, growing out of any and all known and unknown, foreseen and unforeseen bodily and/or personal injuries, both physical and mental/emotional, as well as any and all property damage and the consequences thereof, resulting and/or the result from the use of and/or any possible incident, accident, casualty or event, intentionally or negligently, for use of the HBTH property on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_, at the Common area of the aforementioned HBTH property. \_\_\_\_\_ (initial)

It is further understood and agreed that all rights under Section 1542 of the California Civil Code and/or any other similar law of any state or territory of the United States are hereby expressly waived. While I acknowledge that I will look up and review the aforementioned California Civil Code Section myself, generally speaking I understand said section to approximately reads as follows:

Civil Code Section 1542: Certain claims not affected by a general release. 'A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, must have materially affected his or her settlement and release with the debtor'. \_\_\_\_\_ (initial)

The above individual(s) on behalf of myself/himself/herself/themselves, further agrees to hold harmless and/or agree to completely and fully indemnify HBTH, its Board of Directors, past and present agents, servants, employees, from any and all future liabilities, obligations, cross-claims, claims, subrogation actions, lawsuits, administrative actions, arbitration/mediation matters, legal actions, causes of action and demands of any kind or nature whatsoever, that have or will accrued as a result of the actions, damages and/or claims, covered and fully released by this AGREEMENT, whether known or unknown, that I, my Child, my Spouse and/or my heirs, successors or assigns had, now have or may have against HBTH, its Board of Directors, their past and present agents, servants and employees, or assigns, whether any such claim or matter has or might have been asserted in any possible lawsuit including, but not limited to, those arising out of, based on or in any way connected with the use of this property on or about \_\_\_\_\_ and for any and all possible injuries and damages resulting therefrom, be they accidental and/or intentional. \_\_\_\_\_ (initial)

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein referenced or expressed, has been made to the undersigned, and that this Release and Hold Harmless Agreement, contains the entire agreement and understanding between the parties, hereto, and that the terms of this Release are contractual and not a mere recital. If any part or portion of this agreement is found to be unenforceable in any Court or Judicial Proceeding, that said limited portion shall be deemed 'severable' from the balance of this Release and Hold Harmless Agreement, which will then still be considered valid, lawful and/or enforceable. \_\_\_\_\_ (initial)

**THE UNDERSIGNED HAS READ THE ABOVE AND FULLY UNDERSTANDS IT TO BE A FULL RELEASE OF ANY AND ALL POSSIBLE CLAIMS. THIS DOCUMENT IS SPECIFICALLY INTENDED TO BE A FULL AND COMPLETE RELEASE OF ANY AND ALL POSSIBLY CLAIMS OR LIABILITY**

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Printed Name and Address of the Actual Participant/Signer

\_\_\_\_\_  
Signature of Actual Participant/Signer

\_\_\_\_\_  
Printed Name and Address of the Witness to Signature

\_\_\_\_\_  
Signature of the Witness to the Signature

\_\_\_\_\_  
Cell Phone Number(s) of the Participant/Signer

\_\_\_\_\_  
Cell Phone Number(s) of the Witness to the Signature