

VenYou 201

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____ by and between _____ (“CALM Chapel” (and CALM Organization, Inc.)), and _____ (“Rental Party”).

____ 1. In consideration for the temporary use provided by CALM Chapel, and other good and valuable consideration, “Rental Party” hereby releases, waives, discharges and covenants not to bring or maintain any claim or suit against CALM Chapel, CALM Organization, Inc, its officers, servants, agents, invitees and/or employees (“Releasees”), for any and all liability, claims, demands, actions and/or causes of action whatsoever arising out of or related in any manner to losses, damages, injuries, including death or dismemberment, that may be sustained by “Rental Party”, or any damage or destruction of “Rental Party’s” property, regardless of whether or not such property is owned, rented or leased by “Rental Party”, and regardless of whether the cause of such damage or injury is the negligence of the Releasees, or otherwise.

____ 2. “Rental Party” acknowledges the risks and hazards related to its temporary use of CALM Chapel’s space(s), including but not limited to the risks specifically noted herein, and hereby elects to voluntarily and knowingly assume full responsibility for any and all risks of loss, property damage and/or personal injury, including death or dismemberment, whether caused by the negligence of Releasees or otherwise, that may be sustained by “Rental Party”, and/or property (whether owned, leased or rented) during the term of temporary use.

____ 3. “Rental Party” further agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney’s fees, that it may incur due to any loss, property damage and/or personal injury, including death or dismemberment, whether caused by the negligence of Releasees or otherwise.

____ 4. CALM Chapel and “Rental Party” agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and should litigation arise as to any provisions herein, venue shall lie in Okaloosa County, Florida.

____ 5. CALM Chapel and “Rental Party” agree that in connection with any breach, default, collection or litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs.

____ 6. This Agreement contains the entire agreement of the parties regarding this subject matter and may not be modified except in writing signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed the original and all of which together constitute but one and the same instrument. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.

IN WITNESS WHEREOF the parties below acknowledge and represent that they each have read and understand the foregoing terms and provisions of this Agreement, sign it freely and voluntarily for full, adequate and complete consideration fully intending to be bound by same.

“CALM Chapel” Representative Name, Signature and Date

“Rental Party” Representative Name, Signature and Date