

RELEASE AND INDEMNIFICATION AGREEMENT

WHEREAS, Mill Creek Community Association, Inc. (hereafter referred to as "Association") and _____ [INSERT NAME OF HOMEOWNER] (hereafter referred to as "Homeowner") have agreed that the Association's contractor will be performing maintenance work (hereafter, the "Work") on certain Common Area, as that term is defined in the Declaration of Covenants, Conditions, and Restrictions for Mill Creek Subdivision (the "Declaration"), and such Work is scheduled to occur on or about _____ [INSERT DATE OR DATES].

WHEREAS, in order to conduct the Work, the Association's contractor must enter or cross the Homeowner's property located at _____ [INSERT ADDRESS] (the "Lot").

WHEREAS, although the Board of Directors of the Association believes that the Work is not urgently needed at this time, and that the Work could be delayed until a later date in the future, the Work is being performed immediately upon request of the Homeowner.

WHEREAS, under Article XII of the Declaration, the Association, through its contractor, has the right to enter the Lot for the purpose of accessing the Common Area and performing the Work.

WHEREAS, the cost of the Work will be paid for out of Association funds and is for the common benefit of the Association and all owners in the Mill Creek Subdivision.

WHEREAS, for and in consideration of the mutual promises provided for herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree to the following:

1. The Homeowner assumes all responsibility, risks, liabilities, and hazards incidental to the Work performed by the Association's contractor at the Homeowner's Lot, and hereby releases and forever discharges the Association, its members, officers, directors, and agents, present, past, and future, including, but not limited to, the Association's community association management agent, from and against all claims, causes of action, damages, losses, liabilities, and expenses suffered by Homeowner or its employees, agents, contractors, or subcontractors, or arising out of, related to, or resulting from the performance or nonperformance of work by the Association's contractor at the Homeowner's Lot.

2. Homeowner shall indemnify and hold harmless the Association, its members, officers, directors and agents, present, past, and future, including, but not limited to, the Association's community association management agent, from and against all claims, causes of action, damages, losses, liabilities, and expenses suffered by Homeowner, arising out of, related to, or resulting from the performance or nonperformance of the Work at the Homeowner's Lot. Homeowner additionally agrees to defend promptly and diligently, at the sole expense of Homeowner, any claim, action or proceeding against the Association, its members, officers, directors and agents, present, past, and future, including, but not limited to, the Association's community association management agent, which arises out of or is connected with the performance or nonperformance of the Work at the Homeowner's Lot.

3. Homeowner acknowledges that all of the Work will be performed by an independent contractor of the Association, and not an employee or agent of the Association.

4. I have carefully read this Release and Indemnification Agreement and agree to be bound by its terms.

This _____ day of _____, 20__.

HOMEOWNER:

Signature

Print Name: _____

Address: _____