

RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Canal Walk Homeowners Association, Inc., having an address of c/o Association Advisors, 100 Canal Walk Boulevard, Somerset, New Jersey 08873 (the "Association") and \_\_\_\_\_ (the "Owner"), having an address of \_\_\_\_\_ (the "Home");

WHEREAS, the Association has retained the services of a snow and ice services professional (the "Contractor") to provide snow and ice services, including, among other things, plowing the roadways and driveways within the Association, removing snow from the sidewalks and service walkways within the Association, and applying ice melt to the sidewalks, driveways, and service walkways within the Association;

WHEREAS, the Owner has requested that the Association instruct the Contractor to not apply any snow/ice melting product to the driveway or service walkways appurtenant to the Home;

WHEREAS, the Owner has acknowledged that failing to provide services to the driveway and service walkways appurtenant to the Home may create a dangerous condition;

WHEREAS, the Association has agreed to grant the Owner's request subject to the provisions of this agreement;

WHEREAS, the Owner agrees to defend, indemnify and hold harmless the Association, its agents, servants and employees from any and all claims and liability which may be made against the Association in connection with the presence of ice on the driveway and/or service walkways appurtenant to the Home;

**NOW, THEREFORE**, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and the Owner hereby agrees as follows:

1. The Owner undertakes to indemnify and hold harmless the Association, its agents, servants and employees from any and all liability, loss, damage or costs the Association, its agents, servants and employees may suffer as a result of any claims, demands, costs or judgments against or arising from the presence of ice on the driveway and/or service walkways appurtenant to the Home.

2. The Owner agrees to defend the Association, its agents, servants and employees at the Owner's sole expense against any claims brought or actions filed against the Association, its agents, servants and/or employees concerning, regarding and/or pertaining to the presence of ice on the driveway and/or service walkways appurtenant to the Home.

3. To the fullest extent permitted by applicable law, the foregoing indemnity and hold harmless provisions shall apply regardless of any act, omission, fault, negligence, or strict liability of the Association, its agents, servants and employees; provided, however, that the Owner shall not be required to so indemnify the Association against any claim, loss, cost, liability, damage or expense to the extent same is caused by or results from the willful misconduct of the Association.

**(execution page to follow)**

IN WITNESS WHEREOF, parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

CANAL WALK HOMEOWNERS  
ASSOCIATION, INC.

\_\_\_\_\_, Secretary

BY: \_\_\_\_\_, President

Date: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, Owner

Date: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, Owner

Date: \_\_\_\_\_, \_\_\_\_\_