



The Ocotillo Community Association

C/o Premier Community Management, Inc.

3930 S. Alma School Road, Suite 10

Chandler, Arizona 85248

Phone (480) 704-2900 Fax (480) 704-2905

COMMON AREA EVENT RELEASE AND INDEMNIFICATION AGREEMENT

1. I _____, (“Responsible Party”) hereby agree to release, indemnify and hold the Association, its officers, directors, members, employees, agents, representatives, insurers, independent contractors, and affiliated persons and entities (collectively, the “Released Persons”) harmless from any and all claims, damages, injuries to person or property, losses, judgments, costs, expenses (including reasonable attorney’s fees), obligations, liabilities, demands, suits, and threats of suit (collectively, the “Claims”), which may be incurred now or in the future, related to, arising out, or resulting from:

2. EVENT DESCRIPTION

_____ (“Event”) (See Attached Map)

3. PURPOSE

Indemnify and Release The Ocotillo Community Association (“OCA”) from any and all liability for any cause of action brought against OCA relating to the use of the Common Area for the above described Event and to insure OCA owned common area will be returned to the same condition as it was prior to the event described above.

4. LOCATION

_____ in Ocotillo Community.

5. INDEMNIFICATION: In connection with above referenced event, I, the Responsible Party, as a member of OCA and on behalf of Owners residing in The

Ocotillo Community shall indemnify and hold the OCA, respective agents, employees, and servants free and harmless from:

- a. Any and all claims, demands, causes of action, losses, injuries, and liabilities in law in equity, of every kind and nature for, but not limited to, the death or injury of any person or persons, and the damage or destruction of any property or properties, by law, ordinance, or order of decree, arising out of or in any manner directly or indirectly connected with use of watercraft however caused, regardless of any negligence of Owners or its agents or servants, be it active or passive, except the sole negligence or willful misconduct of Owners or its agents or employees; including:
 - b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this Agreement to OCA.
 - c. Any and all cost and expense and risk, the defense of all suits, actions or legal proceedings that may be brought or instituted by a third party against Owners, its agents or servants on any claim, demand, or cause of action or third person or to enforce any penalty;
 - d. Any and all cost and expense to satisfy a judgment or decree that may be rendered against Owner, its agents or servants in any suit, action or other legal proceedings.
6. Responsible Party shall reimburse Owners, its agents or servants for any and all legal expenses incurred by any of them in connection therewith or in enforcing the indemnity.
7. The amount and type of insurance coverage carried by OCA will in no way be construed as limiting the scope of indemnity in this Agreement.
8. All clean-up is the responsibility of the Homeowner using the OCA Facilities. A security deposit of \$_____ (“Deposit”) will be held pending any damages to the property. Check #_____ dated _____ will be held. If no damages occur the Deposit will be returned after the event on _____ (“Date”).

By signing below, I further agree to assume full and sole responsibility and/or liability for any Claims related to, arising out, or resulting from any danger or risk of, actual or threatened personal injury, death and/or property damage caused by the action(s) described above.

I hereby understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and if the law of any controlling jurisdiction

renders any portion of this Agreement unenforceable, the remainder of this Agreement shall nevertheless remain enforceable to the full extent allowed by controlling law.

I acknowledge and covenant that I have read this Waiver and Release of Liability, Assumption of Risk & Indemnity Agreement, am 18 years of age or older and mentally competent to grant this waiver, fully understand its terms, understand that I may be giving up certain rights by signing it, am aware of its legal consequences, have declined the assistance of separate legal counsel in interpreting and advising me with respect to it and have signed it freely and voluntarily on my own behalf without any inducement, assurance, guarantee, fraud or duress and intend my signature to be a complete and unconditional release of all liability and indemnification of the Released Parties to the maximum extent allowed by controlling law.

Print Name

Signature

Date