

INDEMNITY AGREEMENT

Lot Owner Name: _____

Address: _____

Portion of Common Area for Exclusive Use by Lot Owner:

Date and Time of Exclusive Use: _____

From ____:_____.M. to ____:_____. M.

Purpose for Exclusive Use:

For and in consideration of the exclusive use of a portion of the Bent Creek Homeowners Association ("Bent Creek") Common Area and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lot Owner hereby agrees that the use of the Common Area shall be at the sole risk of the Lot Owner and his/her invitees and/or guests.

Lot Owner hereby releases and indemnifies Bent Creek, its agents, representatives, employees, and/or assigns from and against any and all claims, actions, losses, damages, or expenses, including reasonable attorneys' fees, expenses, and costs, arising from or in any way connected with the exclusive use of the Common Area by the Lot Owner, his/her invitees, and guests, whether such claims are for damages arising from cleaning or sanitation, personal injury, death, or property damage and arising out of negligence, gross negligence, fraud, contract, or equity. Lot Owner agrees to defend, protect, and hold harmless Bent Creek, and its agents, representatives, employees, and/or assigns, for any such claim made against Bent Creek, its agents, representatives, employees, and/or assigns, of any nature whatsoever arising out of the exclusive use of the Common Area as set forth herein.

If the Lot Owner fails to comply with his/her obligations under this Agreement, then Bent Creek or its agent(s) shall have full right and authority to defend, pay, or settle any such claim without notice to or approval from Lot Owner. Bent Creek shall have the right of subrogation against Lot Owner to recover all amounts paid as a result of Lot Owner's failure to defend and/or indemnify Bent Creek, its agents, representatives, employees, and/or assigns. Likewise, Bent Creek shall have all legal remedies for recovery of any losses, expenses, and/or damages incurred, including reasonable attorneys' fees, expenses, and costs, by Bent Creek as a result of Lot Owner's use of the Common Area.

Lot Owner agrees that his/her use of the Common Area will comply with the Declarations of Covenants, Conditions and Restrictions, the Bent Creek Rules and Regulations, and the scope of use approved by the Bent Creek Board. Terms used herein shall have the same definition as set forth in the Declarations of Covenants, Conditions and Restrictions for Bent Creek. This Agreement shall be unlimited as to amount. This Agreement shall be binding upon the parties, their heirs, assigns, agents, and/or representatives.

Signature of Lot Owner

Print Name

Date:

Representative of Bent Creek

Print Name / Title

Date: