



Indemnification and Call in Authority Form

Agreement to Defend, Indemnify, Hold Harmless, And Assume All Risk of Liability, and Liability Waiver and Release

I, _____, am a Real Estate Broker, Real Estate Agent, or Property Manager for a Lake of the Pines owner, and I hereby agree as follows:

I. Indemnification

I shall defend, indemnify, and hold harmless Lake of the Pines Association, and its directors and employees against any and all claims, losses, damages, or liability, including, but not limited to attorneys' fees and/or court costs, arising out of, or relating to, work that I, or any of my vendors, perform in Lake of the Pines irrespective of whether such claim, loss, damage, or liability arises from active or passive negligence.

II. Assumption of Risk and Liability Waiver and Release

I am obtaining access into Lake of the Pines Association at my own risk. I assume all risk of injury, illness, damage or loss to me and/or my property that might result. I agree on behalf of myself and my family, personal representatives, heirs, executors, administrators, agents and assigns, to release and discharge Lake of the Pines Association and its directors and employees from any and all claims or causes of action, known or unknown, except arising out of willful act of misconduct by Lake of the Pines Association.

I acknowledge that I have carefully read this Assumption of Risk and Waiver and Release and fully understand that it is a release of liability. I am waiving any right that I may have to bring a legal action to assert a claim against Lake of the Pines Association, except for a willful act of misconduct by Lake of the Pines Association.

By signing this document, the owner has authorized me to have call in authority for the purpose of the Real Estate transaction.

Dated: _____

Broker/Realtor/Property Manager Signature

III. Call in Authority

Broker/Real Estate Agent/Property Manager identified above, with a valid access card and a completed and approved Indemnification and Call in Authority Form, may call in vendors.

Valid from _____ to _____.

Dated: _____

Owner Signature

Lot#: _____

Address: _____