



PINE BLUFF PARK, INC. INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement, dated for indemnification, March 21, 1990, is by and between Pine Bluff Park, Inc. (Pine Bluff) and the under indicated, whether one or more (the Indemnitor).

WHEREAS, there has been constructed on certain property of the Pine Bluff located in Augusta County, Virginia, a swimming pool (the Pool) which the Indemnitor or members of the Indemnitor's family intend to use; and

WHEREAS, the Indemnitor acknowledges that Pine Bluff has made no representations concerning the design or construction of the Pool or concerning the workmanship or materials used in connection with the construction of the Pool and, further, that the Pine Bluff will not be in a position to provide supervision or monitoring of the use of the Pool, and

WHEREAS, the Indemnitor recognizes the risk of using the Pool, whether or not Pine Bluff employs person trained in water safety or life-saving, and further recognizes that Pine Bluff will not employ such person at all times when the POOL is open for use; and

WHEREAS, Pine Bluff is willing to permit the Indemnitor and members of the Indemnitor's family to use the Pool only in reliance on the Indemnitor's obligations set forth herein.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt of which is hereby acknowledged, the Indemnitor agrees as follows:

1. To hold Pine Bluff harmless from and to indemnify Pine Bluff from any and all liability, loss or damage to which Pine Bluff may be exposed and which it may suffer as a result in claims, demands, costs, or judgments asserted or obtained against Pine Bluff arising out of the use of the Pool by the Indemnitor or any member of the Indemnitor's family, regardless of the cause of any incident or event giving rise to such claim, demand, cost of judgment, including, but not limited to, any incident or event caused by or arising out of the design, construction, workmanship, selection of materials, or maintenance of the Pool, or from the supervision (or lack of supervision) of the use of the Pool by the Indemnitor or any member of the Indemnitor's family.

2. The Indemnitor agrees to bear the cost of defending Pine Bluff against any claims brought or actions filed against Pine Bluff with respect to the subject of this agreement and agrees that Pine Bluff

may employ attorneys of its own selection to appear and to defend the claim or action at the expense of the Indemnitor.

3. The Indemnitor expressly assumes the risk of any injury to the Indemnitor and to any member of the Indemnitor's family resulting from any use of the Pool, regardless of whether such injury results from the improper or defective design, construction, workmanship, materials, or maintenance of the Pool, or from the supervision (or lack of supervision) of the use of the Pool by the Indemnitor or any member of the Indemnitor's family or from any use of the Pool by the Indemnitor or any member of the Indemnitor's family.