

Williamsburg **HAMLET**
Maintenance Association, Inc.

**SOCIAL AND CULTURAL CENTER (SACC)
RELEASE AND INDEMNITY PROVISIONS**

1. SACC Renter hereby certifies to the Williamsburg Hamlet Maintenance Association (WHMA) that Renter has inspected the Premises, and it is expressly agreed that the Premises is accepted by Renter in its "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" CONDITION. ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES REGARDING THE PREMISES, EXPRESS OR IMPLIED, ARE GIVEN BY THE WHMA, AND RENTER WAIVES AND DISCLAIMS ALL OF THE SAME (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF SUITABILITY, HABITABILITY, MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE).
2. Renter assumes the risk of all loss or damage to any materials, equipment or other property of Renter or the WHMA and the WHMA shall have no obligation, responsibility, or liability with respect thereto.
3. The WHMA and Renter agree that the WHMA will not be liable to Renter or any other party for any injury to any person using the Premises. Renter shall defend, indemnify and hold harmless the WHMA, the Board of Directors of the WHMA, and their agents, representatives, officers, directors, members, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, actions, suits, damages, demands, losses, costs, expenses and disbursements, including court costs and attorneys' fees, resulting from any injuries to or death of any person or damage to any property (including, without limitation, damage to the Premises by Renter or any other real or personal property owned by the WHMA or within the Subdivision) arising out of, relating to or in connection with the rental or use of the Premises by Renter and Renter's guests or invitees, the failure of Renter to perform any of its obligations hereunder, or the negligence or willful actions of Renter and Renter's guests, invitees or others at the Premises or Subdivision in connection with Renter's rental of the Premises, even if caused or alleged to be caused by the sole, joint, comparative, concurrent negligence or fault of any of the Indemnified Parties, and even if any such claim, cause of action or suit is based upon or alleged to be based upon strict liability of any of the Indemnified Parties. THIS INDEMNITY, WAIVER AND RELEASE PROVISION IS INTENDED TO INDEMNIFY AND RELEASE THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN THE INDEMNIFIED PARTIES ARE SOLELY, JOINTLY, COMPARATIVELY OR CONCURRENTLY NEGLIGENT OR OTHERWISE STRICTLY LIABLE. To the extent permitted by applicable law, any statutory or common law remedies, which are inconsistent with the provisions of the foregoing indemnity, waiver, and release, are waived by Renter. This indemnity, waiver and release provision shall survive the termination or expiration of this Agreement.

Signature of Renter _____ Date _____

Phone Number _____ Email: _____