



## The Springs Community Association Indemnity & Hold Harmless Agreement

**THIS AGREEMENT**, Made the (Date) \_\_\_\_\_ (Day) of (Month) \_\_\_\_\_  
A.D.(year)20\_\_, between (Volunteer Name) \_\_\_\_\_  
(Hereinafter referred to as Volunteer) of (Street Address) \_\_\_\_\_, and The Springs  
Community Association, (hereinafter referred to as S.C.A.), a Florida not for profit corporation.

**WITNESSETH:**

WHEREAS, the Volunteer(s) own property in The Springs and/or reside therein: and WHEREAS, the Volunteer(s) are desirous of Volunteering time and effort for the betterment of The Springs on S.C.A Property.

To occur during the hours of \_\_\_\_\_. To \_\_\_\_\_ on the (Date) day of (Month) \_\_\_\_\_ A.D. 20\_\_: and WHEREAS, the Board of Directors of the S.C.A. has deemed it necessary to restrict "Volunteerism" only to members who have executed this Indemnity and Hold Harmless Agreement: NOW, THEREFORE, for and in consideration of the Volunteer permitted to volunteer their time and effort, it is mutually agreed and covenant as follows:

1. The Volunteer hereby agrees to indemnify and hold harmless the S.C.A. and all members of the S.C.A. as well as their agents and employees, from against any and all claims for bodily injury, death, or property damage, to include loss of use thereof, as well as costs, expenses, and attorney's fees, arising out of said "Volunteerism" and regardless of whether or not the injured, death or property damage was caused in whole or in part by the negligence or other torturous conduct of the S.C.A. and/or any of its agents or employees.
2. Wherever the term "Volunteer" appears in this Agreement, it is understood to and shall mean the property owner who is a member of the S.C.A. entitled to "Volunteer" by virtue of his/her residence in said household, as well as any guest of the "Volunteer" or a member of his/her household.
3. Venue of any action arising out of this agreement shall lie in Seminole County, Florida.
4. Should any legal action be required to enforce this Agreement, to include any legal actions under Paragraph 1 hereof, it is specifically agreed that the S.C.A. shall be entitled to and shall recover from the "Volunteer," any and all attorney's fees and costs of said action, regardless of the outcome of the action.

*IN WITNESS WHEREOF*, the parties have executed this Agreement the day and year first above written.

Volunteer Signature Volunteer Address \_\_\_\_\_  
General Manager Signature \_\_\_\_\_  
Date of Agreement \_\_\_\_\_