

**INDEMNIFICATION AGREEMENT AND RELEASE OF LIABILITY**

In consideration of the DUNRAVEN HOMEOWNERS ASSOCIATION, INC., an Illinois not-for-profit corporation (the "Association") accepting his/her/its request to utilize the DUNRAVEN CLUBHOUSE located at 3912 Ballybunion Rd. (hereinafter the "Location") for the purpose of hosting an event, meeting, conference, or other formal gathering on \_\_\_\_\_

(hereinafter the "Event"), \_\_\_\_\_, (hereinafter, the "Event Organizer"), does hereby agree as follows:

1. Event Organizer does hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue the Association, its officers, directors, members, managers, employees, or agents (all together with the Association are cumulatively deemed the "Indemnified Parties"), for any damage or loss that may occur to any personal property owned by the Event Organizer, and all additional organizers, promoters, sponsors, advertisers, and property owners that are in any manner connected with the Event. Event Organizer hereby acknowledges that the Association shall have no responsibility for any personal possessions and equipment belonging to the Event Organizer or otherwise utilized during the Event, or any related activities thereto.

2. Event Organizer assumes all liability for, and promises to indemnify, defend, and hold harmless the Indemnified Parties from any and all claims and actions of any kind for personal injuries, property damage or any and all other damages which any individual may suffer or cause directly or indirectly during, or otherwise arising out of, their participation in or association with said Event, or during their travel to and return from said Event, and further agrees to pay any and all costs, including attorneys' fees and costs of defense incurred by the Indemnified Parties as a result of any such claim or action.

3. Event Organizer agrees that the Location shall be returned to the Association in the same condition as it was prior to the Event. Event Organizer shall be solely responsible for any clean-up and maintenance required to the Location as a result of the Event, including but not limited to removal of all food and beverages and clean-up of any spills, proper collection and removal of trash, returning furniture and fixtures to their original location, and removal of all decorations, personal property, and rental equipment.

4. Event Organizer shall be solely responsible for any damage to the Location or property and fixtures belonging to the Association contained therein, and shall take reasonable precautions to minimize any such damage. Event Organizer agrees to reimburse the Association for the cost of any property damage or related loss incurred by the Association arising out of Event Organizer's use of the Location for the Event. If Event Organizer is a member of the Association or resident in the Dunraven community, Event Organizer expressly acknowledges and agrees that any costs incurred by the Association as a result of the Event and which are not paid or reimbursed by Event Organizer shall be billed to the Event Organizer along with assessments, and the Association shall have all legal rights and secured interests in collecting such payments from Event Organizer as with assessments, including but not limited to, the right to file and foreclose a lien against Event Organizer's residence, or to institute forcible entry and detainer proceedings for same.

5. Event Organizer shall abide by all applicable federal, State, and local laws and ordinances concerning the service and consumption of alcohol at the Event, and personally guarantee and ensure same as to Event Organizer's attendees, invitees and guests at the Event.

6. Event Organizer shall comply with all applicable City, County, State, and Federal regulations, and no illegal acts shall be committed in connection with the Event or any related activities. Conduct deemed disorderly at the sole discretion of the Association will not be tolerated, and may result in immediate expulsion from the Location.

7. Any legal claims or actions brought as a result of this Event must be filed in the Circuit Court of McLean County, Illinois.

8. In the event the Association retains an attorney to represent its interests with respect to this Agreement or to bring an action for recovery of damages or other charges due, the Association shall be entitled to recover from Event Organizer its reasonable attorney's fees and costs incurred in connection with any such enforcement action(s).

9. Event Organizer has read and fully understands and agrees to this Indemnification Agreement and Release of Liability, and is signing it of his/her/its own free and voluntary act.

10. This Indemnification Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois, and that if any portion thereof is held invalid, the balance shall continue in full force and effect.

Date: \_\_\_\_\_

Print Property Owner's Name: \_\_\_\_\_

Property Owner's Address \_\_\_\_\_

Property Owner's Signature \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Property Owner's E-mail address \_\_\_\_\_

Property Owner's Home phone # \_\_\_\_\_

Property Owner's Cell phone # \_\_\_\_\_