



# CHESAPEAKE

GOLF CLUB

## INDEMNITY AND HOLD HARMLESS

**THIS AGREEMENT** is made effective on \_\_\_\_\_ by and between Chesapeake Golf Club Management LC (Indemnitee) and \_\_\_\_\_ (Indemnitor), collectively referred to as "Parties."

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein; Parties hereby agree as follows:

### **TERMS**

- 1. Hold Harmless.** \_\_\_\_\_ shall defend, indemnify, and hold harmless Chesapeake Golf Club LC from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury to property or persons, including without limitation wrongful death, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Chesapeake Golf Club LC, its personnel, employees, agents, contractors, or arising from use of the swimming pool at Chesapeake Golf Club. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Chesapeake Golf Club LC for all legal expenses and costs incurred by it.
- 2. Authority to Enter Agreement.** Each Party warrants that the individuals who have Signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters

7. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. **Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

INDEMNITOR

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_