

CRESTA PALOS VERDES HOMEOWNERS ASSOCIATION

c/o Scott Management Company

Pya Darzentas 310-683-6349 (direct)

pya@scottmanagement.com

Co. Tel: (310) 370-2696 Fax: (310) 370-2364

www.scottmanagement.com

3820 del Amo Blvd Suite 324

Torrance, CA 90503

HOLD HARMLESS AND RELEASE AGREEMENT FOR CLUBHOUSE RENTAL

This agreement is entered into this ____ day of _____, 20__, between the Cresta Palos Verdes Homeowners Association, a California nonprofit mutual benefit corporation ("Association"), and Owner/Lessee for use of the Association's clubhouse facility ("Clubhouse").

Owner/Lessee hereby acknowledges that Owner/Lessee and/or members of Owner/Lessee's household or Owner/Lessee's guests (collectively, "Owner/Lessee Parties") will be using the Clubhouse. Clubhouse facilities use may include, with appropriate fees, common property such as appliances, furniture, fixtures, and accessories. Owner/Lessee further acknowledges that the Association will not allow Owner/Lessee Parties to use the Clubhouse without a release of liability from Owner/Lessee in connection with any damages or injuries which might result to Owner/Lessee Parties from Owner/Lessee Parties' use of the Clubhouse. Owner/Lessee agrees to abide by all Rules and Regulations of the Association pertinent to Clubhouse use; and

In return for the Association allowing Owner/Lessee Parties use of the Clubhouse facility, Owner/Lessee, on behalf of itself, Owner/Lessee Parties, and their respective successors, assigns, and heirs and anyone claiming through or under them (collectively "Releasing Parties") agree to forever discharge, indemnify, defend and hold harmless the Association, the Management Company, and their respective agents, employees, directors, officers, members, insurers, successors and assigns ("Released Parties") from and against any and all liabilities, claims, damages, losses and expenses, liens and charges of every type and nature including reasonable attorneys' fees and costs, and causes of action arising from, or in connection with Owner/Lessee Parties' usage of the Clubhouse facilities or property.

Owner/Lessee agrees to reimburse the Association for all costs incurred by the Released Parties associated with any damage of any part of the Clubhouse facilities or any other Association property used during the Owner/Lessee Parties' Clubhouse use. Owner/Lessee understands Clubhouse use does *not* include use of pool/Jacuzzi area, ground floor, or any other common facilities.

This Release extends to all claims whether or not claimed or suspected by the Releasing Parties with regard to such use of the Clubhouse and constitutes a waiver of each and all the provisions of the California Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Owner/Lessee understands that the facts in respect of which this Release is given may hereafter turn out to be other than or different from the facts in that connection now believed by Owner/Lessee to be true; and Owner/lessee hereto accepts and assumes the risk of the facts turning out to be different and agree that this Release shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

Signed by Owner _____ Date _____

Printed name _____

Signed by Lessee (if unit is leased) _____ Date _____

Printed name _____

Signed by Association, c/o Scott Management Company _____

Date _____

Printed name _____

Rev a.3p