

HOLD HARMLESS  
AND  
INDEMNIFICATION AGREEMENT

THIS AGREEMENT between \_\_\_\_\_,  
referred to herein as Indemnitor, and Thomas R. Brooks, Jr. is for the following  
purposes:

WHEREAS: Thomas R. Brooks, Jr. owns or has an interest in three  
parcels of real property located at and adjacent to 511 Coleman Ct., Poulsbo,  
WA 98370.

WHEREAS: The Indemnitor has been given permission to go upon the  
property of Thomas R. Brooks, Jr., parcel tax account numbers 032601-4-031-  
2007, 032601-4-032-2006 and 032601-4-034-2004 in Kitsap County,  
Washington for purposes of operating a model airplane field and flying model  
airplanes under Academy of Model Aeronautics (a community-based  
organization) Model Airplane Safety Code upon the terms herein agreed upon  
by the parties;

WHEREAS: The Indemnitor recognizes that the property of Thomas R.  
Brooks, Jr. is vacant, undeveloped land, and that the usual and normal  
conditions typical of undeveloped, vacant land will be present to include rough  
terrain, unimproved roads, downfall, blackberry vines and other vegetation, and  
drainage sloughs amongst other conditions.

WHEREAS: The Indemnitor accepts all responsibility for the manner in  
which he undertakes his activities upon the property, and accepts  
accountability for any injury or damage incurred to himself, persons acting on  
his own behalf, or his property while upon the real property of Thomas R.  
Brooks, Jr.

NOW, THEREFORE, it is agreed as follows:

1. Thomas R. Brooks, Jr. makes no representations as to the present or future  
condition of the property, and shall not be responsible for any condition  
existing upon the property.
2. The Indemnitor accepts and assumes all risk of injury to his person or  
damage to his property in connection with his entry onto the property.

**3. COMPREHENSIVE INDEMNIFICATION AND HOLD HARMLESS  
AGREEMENT**

Indemnitor shall indemnify, and hold harmless Thomas R. Brooks, Jr.,  
employees and agents, from any and all liabilities, demands, losses, damages  
and/or expenses (including attorney's fees and other costs of defense and/or  
investigation) and arising from any and all (a) Claims by nearby property  
owners, other third parties or governmental authorities for personal injury or  
property damage caused, or allegedly caused, by the act or omission of  
Indemnitor, (b) Claims for personal injury employees or agents sustained  
during the performance of work whether or not covered or within the immunity  
conferred by any worker's compensation law or regulation, even if caused or

allegedly caused by the act or omission of Thomas R. Brooks, Jr. (c) Claims for money secured or enforceable by any lien or other encumbrance affecting the property if created or permitted by Indemnitor.

Indemnitor duty to indemnify Thomas R. Brooks, Jr. does not apply to liability for damages arising out of bodily injury or property damage caused by or resulting from the sole negligence of Thomas R. Brooks, Jr. or his agents or employees. Indemnitor duty to indemnify Thomas R. Brooks, Jr. for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Thomas R. Brooks, Jr. and/or his agents or employees, and (b) Indemnitor and/or his agents or employees shall apply only to the extent of negligence of Indemnitor and/or his agents or employees.

This indemnity is specifically and expressly intended to constitute a waiver of Indemnitor immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Thomas R. Brooks, Jr. with full and complete indemnity from all claims made by notifying both the property owner and any contractor present on the property at the time of the occurrence of all casualties or accidents occurring in or about the property.

Upon the written request of Thomas R. Brooks, Jr., but not otherwise, Indemnitor shall appear and defend Thomas R. Brooks, Jr., at Indemnitor sole cost and expense, against any and all such claims. For the purposes of this section the term "personal injury" includes bodily and/or emotional injury, sickness, disease and death, and the term "property damage" includes damage or harm to the roads, soils, timber, wildlife habitats, water, air or environment on, above, below or otherwise affecting the property.

If any portion of this indemnification agreement is held to be invalid or unenforceable, the remainder of the agreement shall remain unaffected and in full force and effect.

4. The Indemnitor, his employees, agents, guests, or any other person acting on his behalf or with his permission shall make no claim against Thomas R. Brooks, Jr. for injuries to themselves or damage to their property as a result of the condition of the property or any equipment situated upon the property.

5. This agreement is only valid for those listed below.

Dated this \_\_\_\_ day of \_\_\_\_\_

Thomas R. Brooks, Jr.  
9443 Misery Pt Rd NW  
Seabeck, WA 98380

(Indemnitor Name and Address)

Signature \_\_\_\_\_

Signature \_\_\_\_\_