

OUR HOUSE, INC.

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

Name: _____ (hereinafter referred to as "Releasor")

In consideration of being permitted to enter the real property owned by Our House, Inc. (hereinafter referred to as "OH"), located at 19715 Zion Road, Brookeville, MD 20833, and as a visitor or volunteer to the program or the Farm at Our House ("Farm"), or to engage in hunting or fishing, or any other purpose, the undersigned hereby represents, warrants, covenants, acknowledges and agrees as follows:

- (a) Releasor and his or her successors, assigns, agents, trustees, heirs and personal representatives (collectively, the "Release Parties"), hereby forever release and discharge OH, and all of its affiliates, subsidiaries owners, directors, members, officers, employees, attorneys, predecessors, successors, assigns, agents, and representatives (each, a "OH Party" and collectively, the "OH Parties"), from any and all liabilities, claims, causes of action, suits, judgments, costs, expenses, attorneys' fees, or other incidental or consequential damages of any kind, whether known or unknown (collectively, "Claims"), and covenant not to sue and to waive all Claims the Release Parties may ever have against the OH Parties, arising out of or relating to the Release Parties being in, on, or about the OH property, whether in his or her individual capacity or as a member of a group or organization, whether for Releasor, instructional or training purposes or otherwise, and whether caused by the negligence of the OH Parties or otherwise.
- (b) Releasor assumes full responsibility for the risk of bodily injury, death or property damage arising out of or relating to the Release Parties being in, on or about the OH property, whether in his or her individual capacity or as a member of a group or organization, whether for Releasor, instructional or training purposes or otherwise, and whether caused by the negligence of the OH Parties or otherwise.
- (c) Releasor forever fully defends, saves harmless and indemnifies the OH Parties from and against any and all Claims, which the OH Parties may sustain, suffer or incur, directly or indirectly, arising out of or relating to the Release Parties being in, on, or about the OH property, whether in his or her individual capacity or as a member of a group or organization, whether for instructional or training purposes or otherwise, and whether caused by the negligence of the OH Parties or otherwise. In the event that any claim, suit or action is filed, made or commenced against any OH Party that is subject to this indemnity, Releasor shall forthwith, after written demand to do so, cause such claim, suit or action to be removed, terminated, satisfied, released or otherwise disposed of in form and manner satisfactory to such OH Party. Upon failure of Releasor to so act, Releasor agrees that the OH Party may undertake any action, which the OH Party deem necessary to cause such claim, suit or action to be removed, terminated, satisfied, released or otherwise disposed of in form and manner satisfactory to the OH Party, and

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Releasor shall reimburse the OH Party for the full and total amounts of any costs and expenses, including reasonable attorneys' fees, incurred by it in connection with the same immediately upon demand. Upon demand by the OH Party, Releasor shall diligently defend any such Claim, whether alone or together with the OH Party or any other person, all at Releasor's own cost and expense and by counsel to be approved by the OH Party. In the alternative, at any time the OH Party may elect to conduct its own defense through counsel selected by the OH Party and at the cost and expense of Releasor. Releasor agrees that its liability hereunder will be joint and several, expressly agreeing that the OH Parties may pursue any right or remedy against Releasor without being required to pursue such right or remedy against the others.

- (d) The provisions of this Release of Liability and Hold Harmless Agreement shall bind the Releasor and his or her heirs, personal representatives, successors and assigns. The invalidity of any provision of this Release of Liability and Hold Harmless Agreement shall not invalidate the remaining portions of the Release of Liability and Hold Harmless Agreement.
- (e) The Farm at Our House ("Farm") licenses land from OH, and some of the youth from OH work at the Farm. However, other than as licensor and licensee, OH has no partnership, relationship, involvement or participation in or with the Farm or its business or affairs, and in no event shall OH have any liability whatsoever to any third parties relating to the Farm or its business, including any claims relating to the produce and products purchased or obtained from the Farm.

Please sign below indicating your agreement with the terms above.

Date: _____

Releasor:

Print Name: _____

Parent or Guardian of Releasor (if Releasor is under 18 years old)

Print Name: _____