

## Appendix G. Owner Indemnification Form

A. The Ranch Property Owners Association, Inc., a Colorado nonprofit corporation (the "Association") permits certain construction activity to be conducted on Lots within The Ranch (referred to generally as "Construction Activities") pursuant to the terms and conditions of the Association's governing documents, specifically the Association's Architectural Rules.

B. \_\_\_\_\_ ("Owner") desires to participate in said Construction Activities on Lot \_\_\_\_\_ (Address and Number).

C. As an inducement for the Association to approve the Construction Activities requested by Owner, Owner agrees to the terms and conditions of this indemnification and release.

NOW THEREFORE, in consideration of good and valuable consideration and the mutual covenants set forth herein, the undersigned agrees as follows:

**Indemnification.** Owner shall indemnify and save harmless the Association and its agents, members, officers, directors, successors, and assigns, from any and all suits, actions, claims, judgments, obligations, or liabilities of every nature and description (including bodily injury and property damage) which are caused by, or arise from, the Construction Activities of Owner and its heirs, successors, contractors, employees, or assigns. Owner shall pay any and all judgments rendered against the Association and its agents, members, officers, directors, successors, and assigns on account of any such suit, action, or claim together with all reasonable expenses and attorney's fees incurred by the Association and its agents, members, officers, directors, successors, and assigns in defending such suit, action, or claim.

**Release.** Owner, for itself, its heirs, successors, contractors, employees, or assigns, hereby releases and forever discharges the Association and its agents, members, officers, directors, successors, and assigns, from any and all claims, actions, causes of action, suits, debts, accounts, covenants, contracts, controversies, agreements, promises, and demands of any kind or nature whatsoever, known or unknown, arising out of and in connection with Owner's Construction Activities.

This release and indemnification is governed by Colorado law and constitutes a binding contract to the fullest extent permitted under law. If any portion of this indemnification is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**OWNER:**

\_\_\_\_\_  
(signature) Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_