

## RELEASE AND INDEMNIFICATION AGREEMENT

WHEREAS, [*insert name of company/person*] \_\_\_\_\_, of [*insert address*] \_\_\_\_\_ ("Permittee") is desirous of seeking from the Hobo Corporation ("Company") permission for the Permittee and Permittee's visitors to enter upon the property of Company at \_\_\_\_\_ (the "Property"); and

WHEREAS, Permittee does hereby acknowledge that coming onto Company's property is for its sole benefit and Permittee understands, appreciates and accepts the risks and hazards incident with Permittee and Permittee's visitors coming onto said property, including an awareness of the activity in the area resulting from the operation of Company's equipment;

NOW, THEREFORE, in consideration of the grant of such permission, revocable at the pleasure of Company, Permittee agrees to:

1. Voluntarily accept full responsibility for any accidents, incidents, injuries or losses caused or which occur by the acts or omissions of Permittee or Permittee's visitors and shall indemnify and hold harmless Company from any liability, loss or damage resulting therefrom; and
2. waive all claims against any of Company for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from Permittee and/or Permittee's invitees, regardless of whether or not caused in whole or part by the negligence or other fault of Company or any employee, agent, or invitee of Company on the Property; and
3. accept full responsibility for any accidents, incidents, or losses to Permittee's personal property located on the Property; and
4. maintain adequate insurance on all of Permittee's personal property located on the Property;
5. release and forever discharge Company, its affiliates, subsidiaries, parent companies, successors and assigns for any and all claims and demands of whatsoever nature, whether for personal injury or death or loss of or damage to personal property in any way arising out of or resulting from any accident or incident which may occur during the presence of the Permittee or Permittee's visitors on Company's property, **whether caused by the negligence of said Company, its agents, servants, officers or employees**, or otherwise; and
6. indemnify and hold Company harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by Company as a result of any claims or suits that Permittee (or anyone claiming by, under or through Permittee) may bring against any of Company to recover any losses, liabilities, costs, damages, or expenses related to or in connection with this agreement of any of the rights, responsibilities, obligations and liabilities provided for herein, regardless of whether or not caused in whole or part by the negligence or other fault of Company; and
7. ensure that the Permittee and Permittee's invitees are accompanied by a representative of Company at all times while on the Property or otherwise authorized by a representative of Company to be on the Property.

This Agreement shall remain in effect from the time of Permittee's or Permittee's invitees first entry onto Company's property until the matter which forms the basis for issuance of this Release and Indemnification Agreement is completed or the Agreement is canceled by Company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_

\_\_\_\_\_  
[Print Name of Permittee]

\_\_\_\_\_  
[Print Title of Permittee]