



**Northern Kentucky/Greater Cincinnati  
WAIVER AND INDEMNITY AGREEMENT**

THIS WAIVER AND INDEMNITY AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by the THE HOME BUILDERS ASSOCIATION OF NORTHERN KENTUCKY, INC., a Kentucky nonprofit corporation with a principal office address of 2751 Circleport Drive, Erlanger, Kentucky 41018("HBA")and \_\_\_\_\_ of \_\_\_\_\_ ("Homeowner").

- 1. **Recitals.** The HBA Registered Remodelers will be hosting a "Tour of Remodeled Homes" on September 11th and 12th, 2010 (the "Tour"). Homeowner and HBA desire that Homeowner participate in the Tour upon the terms and conditions set forth below.
- 2. **Homeowner's Consent.** Homeowner agrees to have HBA showcase (his/her/their) home located at \_\_\_\_\_ (the "Participating Home") as part of the Tour. Homeowner consents to HBA's use of photographs, drawings, blueprints, sketches or other images, electronic or otherwise, of the Participating Home and identification of the location and ownership of the Participating Home in promoting and advertising the Tour. Homeowner further acknowledges that HBA has spent time and money in promoting and advertising the Tour as including the Participating Home and that Homeowner shall not withdraw the Participating Home from the Tour as of the date of this Agreement.
- 3. **Waiver of Liability.** In consideration of having the Participating Home showcased as part of the Tour, Homeowner, on behalf of (himself/herself/themselves), Homeowner's heirs, executors, personal representatives and assigns, releases holds harmless and forever discharges HBA, or any division thereof, its respective officers, directors, employees, agents, volunteers, successors (continued on reverse side) and assigns, from any and all liability, claims, losses, damages, costs or expenses and Homeowner, on behalf of (himself/herself/themselves), Homeowner's heirs, executors, personal representatives and assigns expressly waives such claims against HBA, or any division thereof, its respective officers, directors, employees, agents, volunteers, successors and assigns, arising directly or indirectly from, or in connection with, or in any legal way attributable to any action, omission or any other act of said individuals or entities in connection with Homeowner's participation in the Tour and HBA's showcasing, advertising or promoting the Participating Home as part of the Tour.
- 4. **Indemnity.** In consideration of having the Participating Home showcased as part of the Tour, Homeowner also, on behalf of (himself/herself/themselves), Homeowner's heirs executors, personal representatives and assigns, agrees to indemnify and hold harmless HBA, or any division thereof, its respective officers, directors, employees, agents, volunteers, successors and assigns, from and against any and all damages, losses, costs, expenses, charges, claims, demands, penalties, fines, liabilities, settlements or damages of whatsoever kind or nature, including reasonable attorney fees incurred in connection with any such claims, known or unknown, contingent or otherwise, directly or indirectly occasioned by or resulting from Homeowner's participation in the Tour and HBA's showcasing, advertising or promoting the Participating Home as part of the Tour.
- 5. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Kentucky. If any provision of this Agreement, or its application to any person or circumstance, is declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining provisions of this Agreement and their application to other persons or circumstances will not be affected and will continue as valid agreements of HBA and Homeowner.
- 6. **Headings.** The headings used in this Agreement are for reference purposes only and shall not enter into the construction or interpretation of this Agreement.

HBA and Homeowner execute this Agreement as of the day and year first written above.

HBA:

HOMEOWNER (S):

The Home Builders Association of  
Northern Kentucky, Inc.,  
a Kentucky nonprofit corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_