

INDEMNITY AND HOLD HARMLESS AGREEMENT
FOR USE OF THE BRANDWEIN NATURE LEARNING PRESERVE

Agreement made this ____ day of _____, 20__ by _____,
having an address of _____, and
email address of _____, hereinafter referred to as "User".

1. The USER agrees to fully indemnify, save and hold harmless the Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., their heirs, executors, agents, officers, directors, servants, employees and assigns from and against any and all liability of any type whatsoever, including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of or occurring in connection with USER'S use of The Brandwein Nature Learning Preserve, located in the Town of Greenville, Orange County, New York.
2. The USER shall, at its own cost and expense, defend any and all actions or suits which may be brought against the Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., their heirs, executors, agents, officers, directors, servants, employees and assigns or in which the Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., their heirs, executors, agents, officers, directors, servants, employees and assigns may be impleaded or included with others upon any such above mentioned claim. In the event of the USER's failure to do so, the Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., at their option without being obliged to do so, may, at the USER's cost and expense and upon prior written notice to the USER, defend any and all such suits or actions. The USER shall satisfy, pay and discharge any and all judgments that may be obtained or recovered against the Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., or any of their heirs, executors, agents, officers, directors, servants, employees and assigns or in which the Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., or any of their heirs, executors, agents, officers, directors, servants, employees and assigns may be impleaded with others. The USER shall pay the reasonable cost of any such defense including, but not limited to attorney's fees of Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc.

3. The USER hereby releases the Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., their heirs, executors, agents, officers, directors, servants employees and assigns from and against any and all liability of any type whatsoever, including but not limited to, any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of or occurring from any and all claims for medical costs incurred by the USER as a result of educational activities at The Brandwein Nature Learning Preserve.
4. The USER shall provide photo identification to Brandwein-Morholt Irrevocable Trust and the Paul F. Brandwein Institute, Inc., at the time this Agreement is executed. If the USER is an entity other than a natural person, the USER shall provide photo identification of a principal of that entity.
5. If the USER is an entity other than a natural person, the USER shall maintain all necessary comprehensive insurance coverage for the use of The Brandwein Nature Learning Preserve.

IN WITNESS WHEREOF, the parties hereto have signed these presents by their fully authorized officers the day and year first above written.

By:

User: