

## HOLD HARMLESS (INDEMNITY) AGREEMENT

This Hold Harmless (Indemnity) Agreement (this "Agreement") is made as of this 2nd day of January, 2025 (the "Effective Date") by and among CUMMINGS CREEK RETREAT LLP located at 24000 Alsea Hwy, Tidewater, OR 97390 ("Indemnitor"), and JOHN BERGER, Ron Bascue, (individually and collectively, "Indemnitee"). Indemnitor and Indemnitee may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Indemnitor has agreed to perform the following services for Indemnitee: Off-grid retreat for vacation and company meetings (the "Activity").

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Indemnitor and Indemnitee agree as follows:

1. **Indemnification.** To the extent permitted by law, Indemnitor will indemnify, defend, and hold harmless Indemnitee from any and all claims, actions, liabilities, suits, injuries, demands, obligations, losses, settlements, judgments, damages, fines, penalties, costs and expenses, including attorney's fees and other expenses, (collectively, a "Claim") arising out of or relating to the Activity resulting in personal injury, loss of life, or property damage.
2. **Exceptions.** Indemnitor's obligation to indemnify, defend and hold harmless indemnitee shall not extend to any claim arising from the sole negligence or willful misconduct of indemnitee. Indemnitor is not obligated to indemnify indemnitee against any Claim to the extent the Indemnitee has been reimbursed under an insurance policy.
3. **Notice of Claim.** Indemnitee must provide Indemnitor notice of any Claim within fourteen (14) business days after obtaining knowledge of such Claim. Such notice will set forth in detail the Claim and the basis notify Indemnitor within fourteen (14) business days of any claim, providing detailed notice and the basis for indemnification under this Agreement.
4. **Duty to Defend.** In the event any Claim is brought against Indemnitee within the scope of this Agreement, Indemnitor, reserves the right to assume defense of any Claim. If Indemnitor elects not to assume the defense of the Claim, Indemnitee may pursue its own defense of the Claim and seek reimbursement from the Indemnitor. If Indemnitor assumes the defense of the Claim, Indemnitor shall not settle any claim without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld. If Indemnitee pursues its own defense of the Claim, Indemnitee shall not settle any Claim without the prior written consent of the Indemnitor, which consent shall not be unreasonable withheld.
5. **Mutual Representation.** The Parties represent and warrant that they are duly authorized and have the power and authority to execute and deliver this Agreement, and this Agreement constitutes a legally valid and binding obligation on the Parties.
6. **Amendments.** This Agreement may be amended or modified only by written agreement signed by all Parties.

- 7. Notices.** Any notice or other communication given or made to a Party under this Agreement shall be in writing and delivered by hand, sent overnight courier service or sent by certified mail or registered mail return receipt requested, to the address stated above, or to any address as that Party may subsequently designate by notice, and shall be deemed given on that date of delivery.
- 8. Governing Law.** The terms of this Agreement shall be governed and construed in accordance with the laws of the State of Oregon, not including its conflicts of law provisions.
- 9. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- 10. No Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violations of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.
- 11. Assignment.** No Party may assign its rights or delegate its duties under this Agreement without the other Party's prior written consent.
- 12. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors each Party and permitted assigns.
- 13. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- 14. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.
- 15. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.
- 16. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supercedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

**IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the first date written above.**

|                             |                             |
|-----------------------------|-----------------------------|
| Cummins Creek Retreat LLP   | John Berger                 |
| Indemnitor Signature: _____ | Indemnatee Signature: _____ |
|                             | Ron Bascue                  |
|                             | Indemnatee Signature: _____ |