

Indemnification and Hold Harmless Agreement RE: Blue Springs Enrichment, Corp.:

This agreement executed this ___ day of _____, 202___, by the undersigned who desires to become a member of Blue Springs Enrichment, Corp., is entered into this Indemnification and Hold Harmless Agreement as a condition precedent to membership and as an ongoing covenant of membership. In furtherance of this goal, the undersigned states as follows:

RECITALS

WHEREAS, Blue Springs Enrichment, Corp., is a not for profit corporation formed for the purpose of assisting parents with home school education for their children; and

WHEREAS, Blues Springs Enrichment, Corp., is not a school or a church but a voluntary organization of like minded parents and families pursuing home school education for their children; and

WHEREAS, the undersigned recognize and agree that adherence to the Statement of Faith as set forth by Blue Springs Enrichment, Corp., is required for membership and participation in Blue Springs Enrichment, Corp., classes and functions, and

WHEREAS, the undersigned acknowledges and agrees that have read the Statement of Faith and the undersigned acknowledges and consents that should any student and his/her family knowingly violate or disavow the Statement of Faith, such actions shall be considered an immediate withdrawal and resignation from Blue Springs Enrichment, Corp., and all fees paid are non-refundable; and

WHEREAS, the undersigned acknowledges that the Blue Springs Enrichment, Corp. Handbook for the applicable school calendar year and the Statement of Fatih are incorporated herein by reference as if set forth fully herein; and

WHEREAS, the parties desire for those agreements to be incorporated herein by reference as evidence of the sufficiency of consideration exchanged to crate a binding agreement of the parties; and

WHEREAS, the parties desire to set forth their continuing obligations to one another following the completion of their corporate dealings with one another.

NOW THEREFORE and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The preceding recitals are true and correct and are hereby incorporated as material elements.
2. **Indemnification and Hold Harmless**. The undersigned applicant for membership agrees to indemnify and hold harmless Blue Springs Enrichment, Corp. from any and all claims that may arise following the execution of this agreement. Any claims

- related to any specific or intentional tort, bad act, or crime committed by a volunteer, teacher, or employee of Blue Springs Enrichment, Corp., shall be limited to an action against the particular individual causing the act or damage complained of and not against Blue Springs Enrichment, Corp.
3. **Non-disparage.** The Parties agree not to make any false, untrue, disparaging, or negative statements or comments about the other, its business, reputation, or services, or otherwise interfere with such business relationships. This provision is tantamount to an injunction issued by the Court and will subject the breaching Party to sanctions, injunctive relief, or any other equitable or legal right which any Party hereto may have hereunder for any failure by a Party to comply with the obligations hereunder, including but not limited to damages, court costs, and attorney's fees.
 4. **Release.** Subject to their respective obligations hereunder, each Party, hereby releases, discharges, and acquits each specifically named Party, from and for any and all claims, manner of actions and causes of action asserted, known or unknown.
 5. **Entire Agreement.** The Parties agree that this Agreement contains and sets forth the entire Agreement between them, and there is not part of the Agreement between them, which is not fully, completely, accurately, and truly set forth herein.
 6. **Binding Effect.** The Parties agree that the terms and conditions of the Agreement shall bind all Parties and their affiliates, predecessors, agents, employees, associates, insurers, heirs, executors, successors, and assigns.
 7. **Validity.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
 8. **Attorney Review.** The Parties represent and agree that they have been provided the opportunity to thoroughly discuss all aspects of this Agreement with an attorney of their choosing, and they have carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily entering into this Agreement.
 9. **No Waiver.** The failure by any Party to this Agreement to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions of this Agreement or of such Party's right thereafter to enforce each and every term and condition of this Agreement.
 10. **Construction.** It is acknowledged that all Parties participated in the drafting of this Agreement and this language shall not be presumptively construed either in favor or against any of the Parties. This Agreement shall be construed in accordance with the laws of the State of Florida.
 11. **Attorney's Fees.** In the event any Party files an action or proceeding seeking to enforce the terms of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs, at all trial and appellate levels and in any arbitration or mediation.
 12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of originals for any purpose.

13. **Recording.** This Agreement shall not be recorded in any official records.

Signed and Agreed to this _____ day of _____, 202__.

Parent

Parent

STATE OF FLORIDA

COUNTY OF JACKSON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, appeared _____, [X] by means of physical presence or [] online notarization, who is [] personally known to me or [] who has produced a driver license as identification and who did not take an oath.

WITNESS my hand and official seal in the County and state last aforesaid, this ____ day of _____, 202__.

My commission expires:

NOTARY PUBLIC

Accepted and Approved by
Blue Springs Enrichment, Corp.
A Corporation Not For Profit