

RELEASE AND INDEMNITY AGREEMENT
In Favor of: Martinsburg Development Partners, LLC,
Paramount Development Corporation & Paramount Development Partners, LLC,
relating to a

I, THE VENDOR _____, do hereby forever release, discharge and acquit the above named entities (hereinafter collectively called "Owners"), their officers, employees, agents, heirs, executors, administrators, successors and assigns from any and all claims, demands, liabilities, actions and causes of action the Vendor or Vendor's employees may have, have had, or might ever have, for or by reason of any damage, loss or injury either to person or property, or both whether known or unknown, now existing or hereafter arising or accruing to the Vendor or Vendor's employees as a result of any activity by the "Owners" on the shopping center premises in connection with the above mentioned Mall, and the Vendor does hereby voluntarily assume all risks of accident and injury to the person and property of the vendor or the vendor's employees.

The Vendor does hereby agree to indemnify, defend and hold Owners and their respective agents, officers, employees, heirs, executors, administrators, successors and assigns free and harmless from and against any and all claims, demands, damages, actions, suits, debts, liabilities, causes of action, loss, cost and expense arising out of, or as a result of acts or omissions of the Vendor or Vendor's employees including without limitations, any and all claims for injury to Vendor. The Vendor does hereby covenant and agree to pay and reimburse to Owners any and all sums which Owners pay to any party by reason of any loss, damage or injury suffered by the Vendor or any other party as a result of such use of the Mall premises by the Vendor.

IT IS UNDERSTOOD and agreed that it is the intent of the Vendor to waive, release and relinquish all claims and actions which said Vendor might ever have against the Owners arising out of the use of the Mall premises and to indemnify and hold Owners harmless from any such claims and actions by said Vendor or by any other party.

(Vendor Name)

By _____

Date _____

Witness _____