Hold Harmless Agreement

This **HOLD HARMLESS AGREEMENT** (this "Agreement") is made effective on _____ by and between James Smolenski, Hillary Smolenski, Castleton Farms LLC., JPS Properties LLC., JPS Electrical Services LLC. (hereinafter, "JPS"), of 1700 Castleton Rd, Darlington, Maryland 21034 and Invited Guest (hereinafter, "Guest"), of 1700 Castleton Rd, Darlington, Maryland 21034. James Smolenski, Hillary Smolenski, Castleton Farms LLC., JPS Properties LLC., JPS Electrical Services LLC, John Smolenski, JRS Firearms Safety Training LLC (hereinafter, "JRS"), and Invited Guest are sometimes individually referred to as "Party" and collectively referred to as the "Parties."'

WHEREAS, Guest desires to hold harmless JPS and JRS from any claims and/or litigation arising out of Guest's actions in connection with any and all activities, passive or active, happening on or as a result of visiting Castleton Farm.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, JPS and JRS and Guest hereby agree as follows:

TERMS

1. Hold Harmless. Guest shall fully defend, indemnify, and hold harmless JPS and JRS from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Guest, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to JPS and JRS for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Maryland law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Maryland law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of Maryland, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of Maryland. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatures. This Agreement shall be signed on behalf of James Smolenski, Hillary Smolenski, Castleton Farms LLC., JPS Properties LLC., JPS Electrical Services LLC, John Smolenski, JRS Firearms Safety Training LLC. by James P. Smolenski, and by Invited Guest, and effective as of the date first written above.

James Smolenski, Hillary Smolenski, Castleton Farms LLC., JPS Properties LLC., JPS Electrical Services LLC.

By: _____ Date: _____
James P. Smolenski

Invited Guest

By: _____
Signature

_____ Date: _____
Print Name