

***Owner Responsibility Acknowledgement, Release, Indemnification
and Liability Form***

I, the undersigned, the Owner of _____, (Address) hereby on behalf of myself, my spouse, my heirs, executors, administrators, legal representatives, assignees, and future purchasers of my property agree 1) to release the Board of Directors, the Camino Del Prado Homeowners Association ("Association"), and the agents of the Board of Directors and the Association from any and all liability caused by the installation, operation and dismantling of the solar system 2) to indemnify and defend the Association against any and all liability claims made against the Association regarding the installation, operation and dismantling of the solar system; and 3) to be liable to the Association for any damage, loss, clean-up, fees, legal costs, or other liabilities the Association may incur in connection with the installation, operation and dismantling of the solar system both now and in the future. This liability, release and indemnification includes, but is not limited to, roof damage, abatement, fire damage, and any leaks, mold abatement, potential asbestos removal that may be required in the event of a leak caused by any penetrations to the exterior of the building for the installation of the solar system. This liability, release and indemnification includes, but is not limited to, all claims, actions, causes of action, contracts, demands for or by reason of any damage, loss or injury to any person and property which has been or maybe sustained both now and in the future including those by third parties. This liability, release and indemnification shall be acknowledged and transferred to all future owners and shall be part of their disclosure packages and Real Estate Documentation. The owners further acknowledge that they shall pay any costs for removing and putting back the solar panels/system should any roof work or work be required by the Association that requires the solar panel/system removal or temporary removal.

The release set forth herein extends to all rights of each releaser under Section 1542 of the California Civil Code, which are hereby expressly waived by each party hereto. Section 1542 of the Civil Cod of the State of California reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Signature of Owner

Date

Print Name: _____

Signature of Owner

Date

Print Name: _____

OWNER/RESIDENT ADDRESS