

RELEASE AND INDEMNIFICATION AGREEMENT

RELEASE AND INDEMNIFICATION AGREEMENT, executed this _____ day of _____, 20____, by and between, a _____, whose address is, hereafter referred to as "Releasor", and THE HUGHSTON FOUNDATION, INC. and NBI PARTNERSHIP, L.L.P., as well as to their respective successors and assigns, whomsoever, hereafter, collectively, referred to as "Releasees".

For good and valuable consideration, the receipt and adequacy of which is acknowledged, and which consideration includes permission to use a portion of the facilities owned by NBI Partnership, L.L.P. and leased to The Hughston Foundation, Inc., to include a portion of the improvements located thereupon and the parking areas and walkways adjacent thereto, denominated as: and located at 6262 Veterans Parkway, Columbus, Muscogee County, Georgia 31909, hereafter, collectively, referred to as "Facilities", and which use shall be on from _____ o'clock _____. M. to _____ o'clock _____. M., Releasor agrees as follows, to-wit:

1. Releasor, for itself and for its members, invitees, guests, licensees, officers, directors, managers, and anyone else, whomsoever, who will be using such Facilities at the invitation or behest of Releasor, or through the sponsorship of any event or activity by Releasor at the Facilities, of whatsoever kind or nature, hereby releases and forever discharges Releasees, jointly and severally, and their respective agents, officers, directors, trustees, managers, members, servants, employees, partners, successors, and assigns, whomsoever, of and from each, any and every claim, demand, loss, liability, cost, expense, action, or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage, resulting or to result from any act, matter, accident, or occurrence, whatsoever, that may occur as a result of Releasor's use of such Facilities, or any activities arising therefrom, or in connection therewith, of whatsoever kind and nature, irrespective of whether the same occurs or arises by virtue of negligence or not.

2. As part of the consideration hereof, Releasor agrees to save, indemnify, defend, and hold harmless Releasees, jointly and severally, and each of its respective members, managers, trustees, agents, servants, employees, officers, directors, partners, successors, and assigns, whomsoever, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses, of whatsoever kind and nature, including, but not limited to, attorney fees, reasonable investigative and discovery costs and court costs, which in any manner may arise, or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence, activities and promotions of any nature, or otherwise, of the Releasor, or of its agents, servants, employees, licensees, invitees, guests, or anyone else, whomsoever, who use such Facilities at the invitation or behest of Releasor at the Facilities, or through the sponsorship of any event or activity thereat by Releasor, of whatsoever kind or nature, including, but not be limited to, claim or claims for bodily injury, or death of persons, and for loss of, or damage to, property, including claim or loss by Releasor, or by its agents, servants, employees, licensees, invitees, guests, or by anyone else, whomsoever, who

uses such Facilities at the invitation or behest of Releasor, or through the sponsorship of any event or activity by Releasor at the Facilities, or resulting from their conduct or actions, in any way, whatsoever. Releasor agrees to pay for any damage to the Facilities and for any damage to, or loss of use of, any of Releasees' property, resulting from the use or occupancy of said Facilities by Releasor or by anyone using such Facilities at the invitation or behest of Releasor, or through the sponsorship of any event or activity by Releasor at the Facilities, or resulting from their conduct or actions, in any way, whatsoever.

3. Releasor agrees to defend Releasees, jointly or severally, against any claim brought or actions filed, jointly or severally, against Releasees, but, only, with respect to the subject matter of the indemnities contained herein, irrespective of whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim is brought or an action filed with respect to the subject matter of the indemnities herein given, Releasor, agree that Releasees, jointly or severally, may employ attorneys of their own selection to appear and defend the claim or action on behalf of Releasees at the expense of Releasor, and Releasor agrees to save, indemnify and hold Releasees, jointly and severally, harmless from any and all costs and expenses arising therefrom. Releasees, at their respective options, shall have the sole authority for the direction of the defense, and shall be the sole judge of the accountability of any compromise or settlement of any claim or action against Releasees in regard to any claims brought or actions filed against Releasees, but, only, with respect to the subject matter of the indemnities contained herein, irrespective of whether such claim or actions are rightfully or wrongfully brought or filed.

4. Simultaneously with the execution of this Agreement, but not as a condition precedent to the effectiveness hereof, and with respect to the indemnifications herein given by Releasor to Releasees, Releasor shall procure and maintain, or has procured and will maintain, in full force and effect during its use and occupancy of the Facilities, a policy of public liability and property damage insurance from a reliable and insurance company authorized to transact business in the State of Georgia, reasonably acceptable to Releasees. Such policy of insurance shall provide minimum coverage of \$1,000,000.00 per occurrence, naming Releasees as additional insureds thereunder, on a primary and non-contributory basis, and with Releasor providing Releasees with a certificate of insurance confirming such coverage and that such coverage cannot be cancelled without thirty (30) days prior written notice to Releasees.

5. This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

6. Releasor further states that Releasor has carefully read the foregoing Release and knows the contents thereof and signs this Release as Releasor's own free act.

IN WITNESS WHEREOF, Releasor has executed this Release and Indemnification Agreement on the day and year first above written.

_____(L.S.)
_____, "Releasor"

APPROVED AND ACCEPTED BY:

Its: