

Calvary Murrieta Christian Academy
INDEMNITY AGREEMENT

This agreement (“Agreement”) is entered into on _____, 2018, between, _____, Parent/Guardian of _____ [student(s)], (“Indemnitor”) and Calvary Murrieta Christian Schools, LLC, d/b/a Calvary Murrieta Christian Academy (“Indemnitee”) a California limited liability company organized under the laws of the State of California, having its principal office at 24225 Monroe Avenue, Murrieta, California 92562.

RECITALS

WHEREAS, Indemnitee is engaged in the business of providing private Christian based education to students pre-kindergarten through 12th grade, as well as sponsoring parents/guardians that wish to educate their children/wards in a “home-school” setting.

WHEREAS, Indemnitor desires to place his/her/their child(ren)/ward(s) into Indemnitee’s educational programs;

WHEREAS, With respect to the aforementioned recitals the Parties agree as follows:

TERMS

1. **Indemnification.** Indemnitor shall indemnify Indemnitee against all liability, claims, demands, losses, damages, costs, charges, and expenses, including reasonable attorneys’ fees, that Indemnitee may in any way sustain, incur, or become liable for as a result of the acts of the Indemnitor and/or his/her/their child(ren)/ward(s). Indemnitor shall reimburse Indemnitee for, or pay over to Indemnitee, all sums of money which Indemnitee pays or becomes liable to pay by reason of any of the foregoing, and shall make those payments to Indemnitee as soon as it becomes liable therefor, whether or not Indemnitee shall have paid out those sums, or any part thereof.

2. **Rights with Respect to Claims.** Indemnitee may settle, adjust, or compromise any claim, suit, or judgment in respect of any obligation of Indemnitor, after notice to Indemnitor, unless Indemnitor desires to litigate any claim, defend any suit, or appeal any judgment and simultaneously deposits with Indemnitee additional collateral security sufficient to pay any judgment rendered, with interest, costs, and expenses.

3. **Rights with Respect to Litigation.** If any suit, action, or other proceeding is brought by or against a creditor, or an assignee of a creditor of Indemnitor in connection with any of its obligations guaranteed by Indemnitee, Indemnitee, at Indemnitor’s expense, may either participate in, or at its election, assume the defense or prosecution of that suit, action, or other proceeding. In the latter event, Indemnitor may employ counsel and participate therein. If any suit, action, or other proceeding is brought by Indemnitee against Indemnitor for breach of its covenant of indemnity contained in this Agreement, separate suits may be brought as causes of action accrue, without prejudice or bar to subsequent suits on any other cause or causes of action, whether accruing before or after that suit, action, or proceeding.

4. **Notices.** Any notice given by any party under this Agreement shall be personally delivered or sent by United States mail, postage prepaid, and addressed to Indemnitor or Indemnitee at their respective addresses for notices indicated below. Indemnitor or Indemnitee may change the place to which notices,

requests, and other communications are to be sent to them by giving written notice of that change to the other.

5. **Attorneys' Fees.** If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either Indemnitor or Indemnatee, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

6. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

7. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on

INDEMNITOR

Date: _____

Print Name(s)

Signature(s)

ADDRESS FOR NOTICE

INDEMNITEE

Date: _____

By: [Name] – [Position], Calvary Murrieta
Its: Managing Member

ADDRESS FOR NOTICE

24225 Monroe Avenue
Murrieta, California