



July 23, 2009

HomeAid Houston
9511 West Sam Houston Parkway North
Houston, Texas 77064

Re: Plans for the 2009 Project Playhouse – The Green Valley Playhouse

Dear HomeAid Houston:

The undersigned will be purchasing plans for the "Green Valley" playhouse (the "Playhouse") in connection with the "2009 Project Playhouse" raffle sponsored by HomeAid Houston, a Texas non-profit corporation ("HomeAid"). The Playhouse plans were designed by Creole Design, LLC, and the sale of such plans is specifically for the benefit of HomeAid and those persons HomeAid is dedicated to helping.

As part of the consideration for the receipt of the Playhouse plans, the undersigned agree to INDEMNIFY and DEFEND the Indemnitees, as defined below, and to HOLD the Indemnitees HARMLESS from all Third-Party Claims. "All Liabilities" shall mean all losses, claims, costs, suits, damages, liabilities and expenses arising out of, relating to or in any manner connected with the Playhouse including but not limited to the design, manufacturer, construction, delivery or use of the Playhouse. "All Third-Party Claims" shall include without limitation All Liabilities and shall include without limitation All Liabilities that have been or that may later be asserted against the Indemnitees by any person, entity, firm, or corporation claiming by, through, or under the undersigned, or claims which may be asserted by subsequent purchasers of the Playhouse or claims which may be made by the undersigned's insurance companies. "ALL THIRD-PARTY CLAIMS" INCLUDES ANY CLAIM AND CAUSE OF ACTION COVERED UNDER THE DEFINITION OF ALL THIRD-PARTY CLAIMS ABOVE, AND INCLUDES CLAIMS OF NEGLIGENCE, STRICT LIABILITY AND PRODUCTS LIABILITY (COLLECTIVELY "NEGLIGENCE"), WHICH ARE CAUSED BY THE INDEMNITEES' SOLE NEGLIGENCE, OR THE JOINT NEGLIGENCE OF THE INDEMNITEES AND ANY OTHER PERSON OR ENTITY, OR THAT ARISES IN WHOLE OR IN PART FROM THE NEGLIGENCE OF ANY OF THE UNDERSIGNED. IT IS THE EXPRESS INTENTION OF THE UNDERSIGNED AND THE INDEMNITEES THAT THE INDEMNITY BY THE UNDERSIGNED, INDEMNIFY, DEFEND AND

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PROTECT THE INDEMNITEES FROM THE CONSEQUENCES OF THE INDEMNITEES' OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

For purposes of this letter, the term "Indemnitees" shall mean collectively HomeAid Houston, the Greater Houston Builders Association, Creole Design, LLC and their respective employees, officers, directors, contractors, subcontractors, sponsors, contributors and agents.

The undersigned hereby fully and irrevocably releases, acquits, exonerates and discharges the Indemnitees, as defined above, from any and all Liabilities, as defined above, which the undersigned may have or assert against any of the Indemnitees by reason of any purported act or omission on the part of any of the Indemnitees, arising out of or relating to or in any manner connected with the Playhouse.

This letter is executed in favor of and for the sole benefit of the Indemnitees, and shall be binding upon and enforceable against the undersigned in accordance with its terms.

Very truly yours,

Recipient's Printed Name

Recipient's Signature

Address and Phone Number of
Recipient:

(_____)_____