# INDUSTRIAL HEMP CULTIVATION
# RELEASE OF LIABILITY
# AND INDEMNIFICATION FORM

1. Applicant(s) and Property Owner(s) releases the County of Modoc ("County") from any and all liability associated with the cultivation of industrial hemp located at [_____ _____] ("Project"), and shall defend, indemnify, and hold harmless the County, its elected and appointed officials, officers, employees, agents, contractors and volunteers from any and all claims, actions, proceedings, or liability of any nature whatsoever (including, but not limited to, any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by County, its advisory agencies, boards, or commissions, including, but not limited to, appeals boards, Planning Commission, or Board of Supervisors) arising out of, or in connection with, the County's review or approval of the Project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors, or relating to any damage to property or persons stemming from the Project or the associated industrial hemp cultivation activity. With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project, including any contention that the Project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state, or federal law. With respect to acts or omissions of the Applicant, its agents, employees, or contractors, its obligation hereunder shall apply regardless of whether the County prepared, supplied, or approved plans, specifications, or both. The indemnification shall apply to any damages, costs of suit, attorney fees, or other expenses incurred by the County, its agents, officers, and employees.

2. The obligations of the Property Owner(s) and Applicant(s) under this Release of Liability and Indemnification Form shall be a continuing obligation and shall apply regardless of whether the application or any permits, licenses, or entitlements, of any kind, are issued, approved, denied, expired, or terminated.

3. County shall have the absolute right to approve any counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action, or proceeding, or to assist the defense, the Applicant will reimburse the County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel's time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.

4. For any breach of this obligation, the County may rescind its approval of the Project.

5. Applicant(s) shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant(s), which approval shall not be unreasonably withheld. County must approve any settlement affecting the rights and obligations of the County.

6. This agreement shall be construed and enforced in accordance with the laws of the State of California.

7. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the venue shall be the Modoc County Superior Court.

8. Applicant(s) shall pay all court-ordered costs and attorney fees.

9. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation, including appeals of any lower court judgments rendered in the proceedings.

10. Nothing in this agreement shall be construed to limit, direct, impede, or influence the County's review and consideration of the Project.

| **I, the undersigned, agree to be bound by and to fully and timely comply with the foregoing terms and conditions.** | | |
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| Signature | Print Name | Date |
| Signature | Print Name | Date |
| Signature | Print Name | Date |
| Signature | Print Name | Date |