INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

_____ ("THE PARENT") of

_____ ("THE STUDENT") agrees to indemnify,

and hold Advantage Academy of Hillsborough, Inc. dba Bell Creek Academy High School "THE SCHOOL"

and _____ "THE SPONSOR", and its officers,

employees, and agents ("The Indemnified Parties"), harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from the negligence, intentional wrongful act or misconduct as a result of a breach of this agreement or law, including acts or failure to act by the STUDENT. The duty to indemnify will continue in full force and effect notwithstanding the expiration or termination of the Agreement with respect to any claims based on facts or conditions, which occurred prior to such expiration or termination and include attorneys' fees and costs through appellate review.

Upon becoming aware of potential for a claim hereunder, the party seeking indemnification shall notify the other party of the existence of such claim, demand or other action giving rise to a claim for indemnification under this provision (a "Third Party Claim") and shall give such other party a reasonable opportunity to defend the same at its own expense and with its own counsel.

If, within a reasonable amount of time after receipt of notice of a Third Party Claim, the Indemnified Parties shall fail to undertake to so defend, the party seeking indemnification shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the Third Party Claim for the account and at the risk and expense for the party responsible for indemnification hereunder. Each party agrees to cooperate and to make available to the other party, such information and assistance as may be reasonable requested in connection with the defense of a Third Party Claim.

_____ _____

Parent/Guardian Date

_____ _____

Student Date