

ARTICLE XI

INDEMNIFICATION OF COUNTY AND TRUSTEE

11.01. The Company covenants that at all times it will protect and hold the County, and the Trustee, harmless against claims for losses, damage or injury, including death of or injury to the person or damage to the property of others resulting from a wrongful or negligent act or default of the Company, its agents, servants or employees in, on or about the Project, including the driveways, sidewalks and roadways thereof or for any other violations by the Company of the terms of this Lease; and it is understood and agreed that neither the County nor the Trustee shall be liable for any damage or injury to the persons or property of the Company or its agents, servants or employees, or any other person who may be upon the Project, due to any act or negligence of any person, nor shall the County or the Trustee be liable for any damages or injury caused by fire, water, steam, gas, sewage, electric current, or by the breaking, leaking or destruction of pipes, or by any explosion, and that all personal property brought upon the Project by the Company, its servants, agents or employees, shall be at the sole risk of the Company or of said agents, servants or employees, and neither the County nor the Trustee shall be liable for any damage thereto or destruction thereof, except as in this paragraph provided.

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