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You agree to defend, indemnify, and hold the Website, its owners, members, employees, officers, directors, managers, and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and expenses) which we suffer as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Disclaimer (including representation or warranty); or, (iii) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

#### **ARBITRATION**

The Disclaimer will be governed and construed in accordance with the laws of the State of Texas. Any controversy or claim arising out of or relating to the Disclaimer, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction therein. The place of any such arbitration shall be in or near Harris County, Texas. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

#### **MISCELLANEOUS PROVISIONS**

If any provision(s) of the Disclaimer is held to be invalid, illegal, or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable.

The Disclaimer not be assigned by you without our prior written consent; however, the Disclaimer may be assigned by us in our sole discretion.

All notices with respect to the Disclaimer must be in writing and made via email to [Jill@BKSCGroup.com](mailto:Jill@BKSCGroup.com) for the Website and to your email address.