

RELEASE, WAIVER AND INDEMNITY

THE UNDERSIGNED hereby remises, releases, acquits, satisfies, and forever discharges LAS VISTAS IN INVERRARY CONDOMINIUM ASSOCIATION, INC., its members, employees, officers, directors, agents and assigns of and from all actions, causes of action, suits, sums of money, covenants, contracts, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, including such parties' own negligence, but excluding such parties' fraud or intentional or willful misconduct, and hereby waives all actions, causes of actions, suits, sums of money, covenants, contracts, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, including such parties' own negligence, but excluding such parties' fraud or intentional or willful misconduct, which the Undersigned ever had, now has, or whichever any personal representative, successor, heir, or assign of the Undersigned hereafter can, shall, or may have against LAS VISTAS IN INVERRARY CONDOMINIUM ASSOCIATION, INC., its members, employees, officers, directors, agents and assigns for, upon or by reason of any manner, cause or thing arising out of or concerning the holding of and attendance at a private event in the Clubhouse; and/or use of the Clubhouse, common elements, or association owned property owned, leased, donated, held, or used by LAS VISTAS IN INVERRARY CONDOMINIUM ASSOCIATION, INC. for the purpose of holding or attending a private event in the Clubhouse; and/or serving, furnishing, or allowing alcohol at the private event in the Clubhouse; and/or personal injuries, death, or property damage suffered by the Undersigned, anyone attending the private event in the Clubhouse, or third parties, regardless of whether the personal injury, death, or property damage occurs on or off the condominium property, including, but not limited to, alcohol related vehicular accidents; the use, misuse, operation, instruction and maintenance of the Clubhouse, common elements, or association owned property; and/or the use and/or access to the premises to get where the private event may be located and including the Clubhouse itself.

IT BEING FURTHER understood, acknowledged and agreed by the Undersigned that holding the private event and/or attendance at the private event and/or use of the Clubhouse, common elements, or association owned property for holding or attending the private event; and/or use and/or access to the premises to get where the private event may be located and including the Clubhouse itself; and/or serving, furnishing, or allowing alcohol at the private event in the Clubhouse, is as a volunteer solely for the personal benefit of the Undersigned and with no connection whatsoever to the business of LAS VISTAS IN INVERRARY CONDOMINIUM ASSOCIATION, INC., and the Undersigned assumes all risks whatsoever arising out of or concerning the holding of or attendance at the private event; and/or use of the Clubhouse, common elements, or association owned property for the private event; and/or the use and/or access to the premises to get where the private event may be located and including the Clubhouse itself; and/or serving, furnishing, or allowing alcohol at the private party in the Clubhouse, whether inherent, known, unknown, patent, or latent.

Initials _____

THE UNDERSIGNED FURTHER AGREES to indemnify, defend and hold harmless LAS VISTAS IN INVERRARY CONDOMINIUM ASSOCIATION, INC., its members, employees, officers, directors, agents and assigns from any and all demands, claims, damages, actions, causes of action, controversies, losses, injuries and expenses, including attorney's fees and costs, through all appellate levels, whether caused in whole or in part by such parties' own negligence, but excluding such parties' fraud or intentional or willful misconduct, for death, disease, illness, personal injury, or property damage, including loss of use thereof, arising out of or concerning the holding of or attendance at the private event; and/or use of the Clubhouse, common elements, or association owned property for the private event; and/or the use of the Clubhouse, common elements, or association owned property for the private event, including, but not limited to, the use, misuse, instruction, operation, and maintenance thereof; and/or the use and/or access to the premises to get where the private event may be located and within the Clubhouse itself; and/or serving, furnishing, or allowing alcohol at the private event in the Clubhouse.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IF YOU SIGN THIS DOCUMENT YOU WILL BE RELINQUISHING ANY RECOURSE YOU MAY HAVE AGAINST THE CONDOMINIUM ASSOCIATION FOR HOLDING OR ATTENDING A PRIVATE EVENT, USE OF THE COMMON ELEMENTS OR ASSOCIATION OWNED PROPERTY FOR A PRIVATE EVENT, USE OF THE PREMISES TO GET WHERE THE PRIVATE EVENT IS LOCATED AND INCLUDING THE CLUBHOUSE ITSELF, AND FOR DEATH OR INJURY TO PERSONS OR PROPERTY, INCLUDING YOURSELF OR THIRD PARTIES.

Dated: _____

Dated: _____