



Waiver of Liability and Hold Harmless Agreement

For all Community/Association/Volunteer/Co-Owner Activities

In consideration for receiving permission to participate and/or volunteer in any Quail Run II Condominium Association activity, event or common area maintenance of my own choice, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE and further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS Quail Run II Condominium Association, the members of its Association Board (in their official and individual capacities), administrators, agents and/or Association Co-Owners (hereinafter referred to as RELEASEES) for any and all liability, claims, costs, expenses, attorney's fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me or Quail Run II Condominium Association, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, event or common area maintenance of my own choice, or while in, on or upon the premises where the activity, event or common area maintenance is being conducted.

I am fully aware of and acknowledge the potential risks of serious personal injury associated with this activity. I hereby elect to voluntarily participate in said activity, event or common area maintenance with full knowledge that said activity may be dangerous to me and my personal property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being involved in such activity, event or common area maintenance, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative or executor, if I am deceased, and shall be deemed as a RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of Michigan.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read this Waiver and Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least (18) eighteen years of age and I am fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Volunteer/Co-Owner Signature

Date

Volunteer/Co-Owner Printed Name

Volunteer/Co-Owner Address