

THE MINERVINI GROUP, LLC 830 Cottage View Drive #1011, Traverse City, Michigan (231) 941-1900
SUB-AREA 3, LLC 830 Cottage View Drive #1017, Traverse City, Michigan (231) 941-1900

**THE VILLAGE AT GRAND TRAVERSE COMMONS CONDOMINIUM
WEST COMMONS CONDOMINIUM - SOUTH COMMONS CONDOMINIUM**

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY
(AGREEMENT)

IN CONSIDERATION of being permitted to enter certain portions of the property areas known as "The Village At Grand Traverse Commons" (Project) which may include without limitation un-renovated and/or hazardous portions of the Project and underground tunnels (Entry), I, for myself and for any personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of Entry and that it presents real dangers including without limitation exposure to dangerous and carcinogenic materials like asbestos and lead based paints, and structural hazards like steep stairs, large steps, sharp objects, damaged floors and areas with low clearances. I am in good health, and in proper physical condition to participate in Entry. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately and carefully exit the building.

I FULLY UNDERSTAND THAT: (a) ENTRY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, SICKNESS AND DEATH (RISKS); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in Entry, the conditions in the Project where Entry takes place, or THE NEGLIGENCE OF THE RELEASEES NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in Entry.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE MINERVINI GROUP, LLC; THE VILLAGE AT GRAND TRAVERSE COMMONS CONDOMINIUM ASSN.; SOUTH COMMONS CONDOMINIUM ASSN., WEST COMMONS CONDOMINIUM ASSN., THE VILLAGE AT GRAND TRAVERSE COMMONS, LLC; MERCATO CONDOMINIUM ASSOCIATION; SUB-AREA 3, LLC; AND MAM CONTRACTING INCORPORATED, their respective administrators, directors, agents, officers, members, volunteers, employees, and other Entry participants (each considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I FURTHER AGREE THAT I WILL COMPLY WITH ALL INSTRUCTIONS ISSUED BY THE PROPERTY OWNER OR THEIR AGENTS, and I will use caution and care during Entry to minimize personal contact with painted surfaces and other presumed hazardous materials, and that I will not act to exacerbate the conditions of those materials.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: _____ **Date** _____

D.O.B.: _____ **Phone:()** _____ **E-mail:** _____

Address: _____ **City** _____ **State** _____ **Zip** _____

Participant's Signature : _____

MINOR RELEASE – VILLAGE TOUR

NUMBER OF MINORS WITH THIS ADULT: _____

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE TOUR AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE CAPABLE OF FOLLOWING DIRECTIONS, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH TOUR. I REPRESENT THAT ALL OF THE BELOW LISTED MINOR PARTICIPANTS ARE AT LEAST 12 YEARS OF AGE. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY CLAIMS. DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

***Printed Name/Age of Minor Participant #1:**

***Printed Name/Age of Minor Participant #2:**

***Printed Name/Age of Minor Participant #3:**

***Printed Name/Age of Minor Participant #4:**

CHECK HERE IF CONTACT INFORMATION IS SAME AS ON REVERSE & SIGN BELOW

***Address:** _____ ***City** _____ ***State** _____ ***Zip** _____

***Phone:**(____) _____ ***E-mail address:** _____

***Parent/Legal Guardian's Signature:** X _____ ***Date** _____

**Required information*

Please print your information in the required areas. Unreadable forms will have to be completed again.