

RELEASE, ASSUMPTION OF RISK, AND LIMITATION OF LIABILITY
BY SIGNING THIS RELEASE, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR ORDINARY NEGLIGENCE. PLEASE READ
CAREFULLY.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned participant, guest, invitee, or occupant (the "Releasor") agrees as follows.

DEFINED TERM: "RELEASED PARTIES"

"Released Parties" means the entity identified in this Release as the releasee, together with all of its and their owners, members, managers, partners, shareholders, officers, directors, employees, agents, contractors, vendors, volunteers, insurers, affiliates, parent and subsidiary companies, successors, and assigns. The Releasee is Park 33 Garage Condominium Association, located on Meadowview Drive in Shawnee, Johnson County, Kansas, in connection with the operation and/or use of the community clubhouse, the common areas around the clubhouse, and all common areas and private garages collectively referred to as "Park 33."

RELEASE AND WAIVER OF CLAIMS (INCLUDING NEGLIGENCE)

To the fullest extent permitted by Kansas law, Releasor hereby releases, waives, and forever discharges the Released Parties from any and all claims, demands, actions, causes of action, damages, losses, liabilities, costs, and expenses of any kind or nature, whether known or unknown, suspected or unsuspected, accrued or unaccrued, in law or in equity, arising out of or in any way related to Releasor's presence at, access to, or use of the premises, facilities, amenities, equipment, parking areas, walkways, or services of the Released Parties, and Releasor's participation in any activities, events, or programs on or off the premises that are sponsored, organized, or made available by the Released Parties. This Release expressly covers claims for personal injury, bodily injury, sickness, disease, death, emotional distress, and damage to or loss of property. This Release expressly applies to claims arising directly or indirectly, in whole or in part, from the NEGLIGENCE (ACTIVE, PASSIVE, SOLE, JOINT, OR CONCURRENT) of any of the Released Parties or their agents or employees.

CARVE-OUT FOR WILLFUL, WANTON, OR INTENTIONAL MISCONDUCT

Nothing in this Release waives, releases, or limits claims based on the willful or wanton misconduct of any Released Party.

ASSUMPTION OF RISK

Releasor understands and voluntarily assumes all inherent and other risks associated with being on or about the premises and with participating in related activities and services, including but not limited to risks of slips, trips, falls, collisions, equipment malfunction or misuse, weather conditions, conditions of the premises (including common areas, private

garages, and the clubhouse), the acts or omissions of other persons on the premises, and exposure to allergens or contaminants. Releasor acknowledges reading this Release, understands its terms, and signs it freely and voluntarily.

SEVERABILITY (RELEASE/EXCULPATION SPECIFIC)

If any portion of the Release and Waiver of Claims, the Negligence waiver, or the Assumption of Risk provisions is found unenforceable under applicable law, that portion shall be modified to the minimum extent necessary to be enforceable, and the remainder of those provisions shall remain in full force and effect.

CONSPICUOUSNESS ACKNOWLEDGMENT

Releasor acknowledges that the headings and ALL-CAPS language are intended to make the terms conspicuous, that Releasor had an opportunity to ask questions and, if desired, to consult counsel before signing, and that Releasor is not relying on any statements inconsistent with this written Release.

Releasor agrees to defend, indemnify, and hold harmless the Released Parties from and against any third-party claims, demands, actions, damages, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Releasor's presence at or use of the premises or participation in activities, except to the extent caused by the willful or wanton misconduct of a Released Party.

In addition to the Release above, Releasor covenants and agrees not to initiate, file, or maintain any lawsuit or proceeding against any Released Party for claims released herein, except for claims based on willful or wanton misconduct [and, if applicable, intentional misconduct].

By signing, Releasor confirms the release of claims arising from the NEGLIGENCE of the Released Parties and their agents/employees, as stated above. This confirmation relates to the use of Park 33's clubhouse, common areas, and private garages on Meadowview Drive in Shawnee, Kansas.

Signature

Date

Event Date