

WAIVER and RELEASE AGREEMENT

This Waiver and Release Agreement of all liability is made and entered into this _____ of _____ 2024 by and between PRESTBURY CITIZENS ASSOCIATION, an Illinois Not-for-Profit Corporation, (hereinafter “ASSOCIATION”) and _____ (hereinafter “OWNER/RELEASOR”);

WHEREAS, ASSOCIATION is the governing association for Prestbury Citizens Association residential community and as part of its rights, the ASSOCIATION controls and administers certain common areas within the Prestbury Citizens Association residential community property, including, without limitation, the Cheshire Club building and surrounding areas (hereinafter collectively referred to as the “CHESHIRE CLUB”);

WHEREAS, OWNER/RELEASOR desires to rent and use the CHESHIRE CLUB and property related thereto for the purpose of hosting a private event and the ASSOCIATION desires to permit OWNER/RELEASOR to rent and use the CHESHIRE CLUB and property related thereto for the purpose of hosting a private event;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and for the consideration received, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct in substance and in fact and are incorporated herein by reference as if the same were fully set forth herein.

2. Waiver and Release. In consideration of ASSOCIATION permitting OWNER/RELEASOR to rent and use the CHESHIRE CLUB and property related thereto for the purpose of hosting a private event, OWNER/RELEASOR hereby agrees that ASSOCIATION shall have no obligations to the OWNER/RELEASOR or any parties participating in or in attendance during OWNER/RELEASOR’s use of the CHESHIRE CLUB and property related thereto. Additionally, OWNER/RELEASOR hereby fully waives and releases ASSOCIATION, and its officers, agents and directors, from any and all claims, damages, or causes of action, known or unknown, whether under federal, state or local law arising out of damage caused as a result of OWNER/RELEASOR’s use of ASSOCIATION’S CHESHIRE CLUB and property related thereto, or taking place during OWNER/RELEASOR’s presence on the CHESHIRE CLUB and property related thereto. The releases, waivers and promises set forth herein shall be binding upon and shall inure to the benefit of such parties and their respective officers, directors, shareholders, employees, legal representatives, subcontractors, agents, heirs, successors, and assigns.

3. Participants/Attendees. In consideration of ASSOCIATION permitting OWNER/RELEASOR to rent and use the CHESHIRE CLUB and property related thereto for the purposes set forth herein, OWNER/RELEASOR shall fully indemnify and hold harmless ASSOCIATION, its members, directors and officers, their heirs and legal representatives, against any and all claims, liabilities, and/or other causes of action arising out of any participant/attendees participation in or attendance during OWNER/RELEASOR’s rental and use of the CHESHIRE CLUB and property related thereto. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, actions, suit or proceeding, whether civil, criminal, administrative or other, in which the ASSOCIATION may be involved. The promises set forth herein shall be binding upon and shall inure to the benefit of such parties and their respective members, officers, directors, shareholders, employees, legal representatives, subcontractors, agents, heirs, successors, and assigns. It shall be the obligation of the OWNER/RELEASOR to obtain, read, understand and comply with any and all applicable laws, ordinance, gubernatorial orders, or guidelines. All representations contained herein shall survive the execution of this Agreement and the termination hereof.

4. Damage to Association Property. In the event any of ASSOCIATION’s property, including the CHESHIRE CLUB and property related thereto, is damaged during the course of OWNER/RELEASOR’s rental and use of the CHESHIRE CLUB and property related thereto, regardless of the person or party who caused such damage, OWNER/RELEASOR shall fully reimburse ASSOCIATION for any and all expenses and costs incurred by ASSOCIATION in curing any such damage.

5. Severability. ASSOCIATION and OWNER/RELEASOR agree and represent that they intend and believe that this Agreement is lawful and enforceable in its entirety, and neither ASSOCIATION nor OWNER/RELEASOR will challenge the validity, legality or enforceability of this Agreement or any of its provisions in whole or in part. The parties agree that, to the extent any portion or covenant of this Agreement may be held to be invalid or legally unenforceable by an agency or

court of competent jurisdiction, the remaining portions of this Agreement shall not be affected and shall be given full force and effect.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All litigation related to or arising from this Agreement shall be litigated in a court or courts, whether federal or state, having applicable jurisdiction, sitting within the boundaries of Kane County, Illinois.

7. Complete Agreement and Amendment. The provisions of this Agreement may be amended, waived or discharged only by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or discharge is sought. This Agreement constitutes the complete and exclusive statement of the agreement among the parties. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

8. Full Knowledge, Consent and Voluntary Signing. The parties acknowledge that: (1) that they have reviewed this Agreement in its entirety before signing below; (2) they have carefully read this Agreement and fully understand its meaning and intent; (3) they understand the Agreement's legal consequences; (4) they agree to all the terms of the Agreement and are voluntarily signing below; (5) the Agreement is not being entered into as the result of duress, coercion or undue influence; (6) the only consideration for signing this Agreement are the terms stated herein and no other promise or representation of any kind have been made by any person or entity whatsoever to cause the signing of this Agreement; (7) this Agreement contains all of the terms and agreements among the parties relating to the subject matter of this Waiver and Release Agreement.

11. Legal Fees and Costs. Should any legal dispute and/or litigation arise regarding or pertaining to this Agreement, OWNER/RELEASOR hereby agrees to pay ASSOCIATION'S reasonable legal expenses, including, but not limited to, attorney's fees and costs, in the event the dispute and/or litigation is resolved in favor of ASSOCIATION.

IN WITNESS WHEREOF, the parties have executed this Waiver and Release Agreement effective as of the date first written above.

PRESTBURY CITIZENS ASSOCIATION

By: _____

Printed Name

Its: _____

Signature

Date Signed: _____

OWNER/RELEASOR

Signature

Printed Name

Date Signed: _____