



Home Builders Association of Fort Wayne, Inc.



### Waiver and Release of Liability

1. By signing this Waiver and Release of Liability ("Waiver and Release"), the undersigned HBA of Fort Wayne Member, on behalf of itself, its agents, servants, employees, contractors, insurers, successors and assigns (the "Member"), freely and voluntarily assumes all risks, both known and unknown, in connection with the \_\_\_\_\_ event ("Event") to the fullest extent permitted by law, including risks arising from the negligence, action, or inaction of: (i) the Home Builders Association of Fort Wayne, Inc., its agents, servants, employees, contractors, insurers, successors and assigns ("HBA"); (ii) any attendees of or participants in the Event; (iii) any owners of any facility or property in any way associated with the Event; and (iv) any other third parties.
2. The Member hereby forever waives, releases and discharges the HBA from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including, without limitation, injuries, disability, death, loss or damage to person or property or any other liabilities whatsoever arising from or relating to the Event, or any facility or property associated with the Event in any way, to the fullest extent permitted by law.
3. The Member acknowledges that this Waiver and Release releases the HBA from any and all liability for damages or injuries on account of or in any way related to or growing out of the negligence of the Member, the negligence of any attendees or participants in the Event, the negligence of any other third parties, the negligence of the owners of any facility or property in any way related to the Event, and the negligence of the HBA, to the fullest extent permitted by law. This is not intended to release the HBA from any liability resulting from its intentional conduct.
4. The Member agrees to indemnify and hold harmless the HBA of and from any and all claims, actions, causes of action, damages or other relief released by this Waiver and Release and covenant and agree not to institute any claims or legal action against the HBA for any claim released by this Waiver and Release. The Member agrees that, should any claim be made against the HBA in contravention of this Waiver and Release, including, but not limited to, derivative claims, the Member will protect, defend and completely indemnify the HBA for any such claim and expenses, including attorney's fees and costs, incurred by the HBA in connection with defending itself, to the fullest extent permitted by law.
5. The Member understands the HBA is not responsible for any lost, stolen, or damaged valuables or property in connection with the Event.
6. The Member has read this Waiver and Release and understands that it has given up substantial rights by signing this Waiver and Release. The Member agrees that any violation of this Waiver and Release, as determined by the HBA in its sole discretion, may result in loss of the ability to participate in the Event or future HBA events, or be present at any facility or property associated with the Event.
7. The undersigned is at least eighteen (18) years of age, is authorized to sign this Waiver and Release on behalf of the Member, and is signing this Waiver and Release freely, voluntarily and competently.

Member: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_