

**AMBASSADOR CONDOMINIUM ASSOCIATION
ACKNOWLEDGEMENT OF RISKS
AND
RELEASE AND WAIVER OF CLAIMS**

The Ambassador Condominium Association has taken all reasonable precautions and effort to make the Roof Garden a safe and risk-free common area for the use and enjoyment of Ambassador Unit Owners and their guests. All improvements have been permitted by the City of Portland and we have received a Certificate of Occupancy. Notwithstanding, there are inherent risks and dangers in an open environment located above an urban residential structure.

As an Owner or Tenant, seeking enjoyment and pleasure from the added benefit of the Roof Garden environment for my guests, and myself, I am fully aware of the inherent risks from the use of the Roof Garden and the potential for injury and damages from such use. I have read the Rules for Roof Garden Use dated 5.12.15, understand these risks and accept the possibility of injury and damages as a reasonable risk inherent in such use. I knowingly and willingly assume all such risks and do hereby, for myself, my heirs, executors and administrators, waive and release any and all rights and claims for liability or damages against the Ambassador Condominium Association, its Board of Directors, Unit Owners, members, employees and agents from personal injury or accident of any sort or nature suffered by me or my guests by use of the Roof Garden.

I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless the Ambassador Condominium Association, its Board of Directors, Unit Owners, members, employees and agents from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused, in whole or in part by any negligence of the above parties or otherwise related to the construction, design, nature, location or any other aspects of the Roof Garden. I further agree that if, despite this Release, I or someone on my behalf makes a claim against any of the above-named parties, I will indemnify, save, and hold harmless such parties from any litigation expenses, attorney fees, loss, liability, damage, or cost incurred by them as a result of any such claim.

Signature(s) of Owner (Release of Liability)

Signature of Tenant (Release of Liability)

Name(s) (Please Print)

Name (Please Print)

Date

Date

ALL OWNERS AND ALL TENANTS MUST SIGN THE RELEASE AND WAIVER