

RELEASE AND ASSUMPTION OF RISK AGREEMENT

NAME _____
(please print)

DATE _____

IN CASE OF EMERGENCY CALL _____
(name)

() _____
(phone)

The above named and undersigned individual (referred to herein as the "User") is a resident ("Resident") of the building located at 1636 N. Wells, Chicago, Illinois (the "Building"), or a guest of a Resident ("Guest") and desires to use the swimming pool and related facilities of The Americana Towers Condominium Association ("Americana Towers") located at the Building (the swimming pool and related facilities hereinafter collectively referred to as "1636 Facility"). User acknowledges that Americana Towers is a not-for-profit corporation which is making the 1636 Facility available for use by User in exchange for a fee and in reliance upon execution of this Release and Assumption of Risk Agreement.

USER, IN USING THE 1636 FACILITY, DOES SO AT HIS/HER OWN RISK WHETHER OR NOT A POOL ATTENDANT IS PRESENT. USER VOLUNTARILY ELECTS TO ACCEPT ALL RISKS CONNECTED WITH USE OF THE 1636 FACILITY.

User agrees that Americana Towers shall not be liable for any claims, damages or expenses arising from bodily injuries by User, his or her family members, or by any person who accompanies User, in or about the premises of Americana Towers, or as a result of any such person's use of the 1636 Facility. User further agrees that Americana Towers shall not be liable for any loss, damage to or theft of personal property. User assumes full responsibility for any and all losses (including but not limited to losses of personal property), injuries or damages which may occur to User, his or her family members or to persons who accompany User, on or about the premises of Americana Towers. User does hereby fully and forever release and discharge Americana Towers and its members, employees and agents, including, without limitation, the past, present and future members of its Board of Directors and its management agent, both individually and in respective representative capacities, of and from any and all claims, demands, fees, expenses, costs, injuries, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, and whether arising out of ordinary negligence or strict liability or otherwise, resulting from or arising out of the use or intended use by User, his or her family members, or persons who accompany User, of the 1636 Facility. User agrees that he/she shall not permit his/her guests to swim alone.

In the event any person not a signatory to this Release and Assumption of Risk Agreement shall make any claim or file any lawsuit against Americana Towers or of its members, employees or agents, including, without limitation, any of the past, present or future members of its Board of Directors or its management agent, both individually and in their respective representative capacities (hereinafter collectively referred to as "Releasees") relating to the 1636 Facility, User agrees to indemnify and hold Releasees, or any of them, harmless from any and all such claims and lawsuits including but not limited to the payment of all damages, expenses, costs and attorney' fees.

I, the undersigned User or the undersigned Parent or Legal Guardian of User, hereby represent to Americana Towers that at the time of signing this agreement I am of lawful age and legally competent to execute this Agreement, I have fully informed myself of its contents, that I have full knowledge and understanding of its contents and that I rely wholly and solely upon my own judgment in signing this agreement.

USER SIGNATURE _____

PARENT/LEGAL GUARDIAN
SIGNATURE FOR USER _____

DATE SIGNED _____

WITNESS _____ DATE _____
(employee signature)