

**DANA POINT CONDOMINIUM: EXHIBIT H**

**DANA POINT CONDOMINIUM INDEMNIFICATION &  
HOLDHARMLESS RELEASE FORM**

WHEREAS, Owner(s)/Tenant(s) currently reside in the Unit, and said Unit is part of the Association and is subject to the Association's Declarations, By-laws, rules and regulations, and

WHEREAS, under the Association's Declaration, unit owners/tenants are responsible for the acts or omissions of their minors, tenants, guests, invitees, or family members present on the property, and

WHEREAS, Association Owner(s)/Tenant(s) desire to enter and to use the facilities including but not limited to the outdoor pool, exercise facilities, tennis courts, locker rooms, shower and sauna rooms, social rooms and all related facilities thereto (hereinafter referred to as the "Facilities"), and

WHEREAS, Owner(s)/Tenant(s) have been given a key to enter and to use the Facilities, and

WHEREAS, the UNDERSIGNED as Owner(s)/Tenant(s) for myself, minors, tenants, guests, invitees, or family members present on the property do hereby request permission to enter and to use the Facilities including but not limited to the outdoor pool, exercise facilities, tennis courts, locker room, shower and sauna rooms, social rooms and all related facilities appurtenant thereto (hereinafter referred to as the "Premises"), located within DANA POINT CONDOMINIUM ASSOCIATION, Village of Arlington Heights, Cook County, State of Illinois and to participate in the programs and activities at said Premises at DANA POINT CONDOMINIUM ASSOCIATION, and

WHEREAS, the undersigned as Owner(s)/Tenant(s) have inspected the Premises and accept the known and inherent risks and dangers involved in using such Premises, and in participating in the programs and activities and that unanticipated and unexpected dangers, as well as anticipated and expected dangers, may arise during such activities, further assume all risks of injury to myself, minors, tenants, guests, invitees, or family members present on the property, including death, which may result in connection with the Facilities and activities which may occur in and about the Premises.

NOW, THEREFORE, in consideration for the mutual promises hereinafter set forth, the parties do hereby agree as follows:

Owner(s)/Tenant(s) shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, injury, losses, judgments, executions and expenses, including all costs of defense and attorneys' fees (hereafter "claims") arising out of or resulting from the presence or use of the Facilities by Owner(s)/Tenant(s), their minors, tenants, guests, invitees, or family members.

Owner(s)/Tenant(s) shall further indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims arising out of the Owner(s)/Tenant(s) lending their key to the Facilities to Owner(s)/Tenant(s) minors, tenants, guests, invitees, or family members.

Owner(s)/Tenant(s) agrees that any claims arising out of or resulting from the Owner(s)/Tenant(s) lending their key to the Facilities to Owner(s)/Tenant(s) minors, tenants, guests, invitees, or family members shall first be submitted to Owner(s)/Tenant(s) insurance carrier as the primary coverage for any loss, damage or injury occurring to anyone.

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Owner(s)/Tenant(s) in consideration of the permission granted to enter the premises agree to abide by all Association published rules and regulations associated with the participation in the activities and use all use of related facilities appurtenant thereto, hereby, for myself and for any of my heirs, administrators and assigns, do release, remise and discharge the Dana Point Condominium Association, its Board of Directors, volunteers, employees and its managing agent, of and from all claims, demands, actions, and causes for action for any sort of injury or death sustained to my person, minors, tenants, guests, invitees, or family members during my (our or their) presence on the premises and my (our or their) participation in the activities at the premises due to negligence or any other fault. In addition, I (we) hereby agree to hold the Dana Point Condominium Association, its Board of Directors, volunteers, employees and its managing agent harmless from any loss of any kind or nature, including attorney's fees, which it may incur as a result of the use of the premises by myself and or other family members so recorded herein.

Owner(s)/Tenant(s) further certify that my (our or their) minors, tenants, guests, invitees, or family members in attendance and participation in the programs and activities at the premises is voluntary, and are not in any way, the employee, servant, or agent of the Dana Point Condominium Association, its Board of Directors or its managing agent and the activities thereat.

Owner(s)/Tenant(s) certify that my true age is eighteen years or older, that I (we) represent and certify that I am (we are) the parent(s) of or the legal guardians of the minors recorded herein. Further should I (we) misrepresent myself (ourselves) knowingly or unknowingly I (we) shall agree to hold Dana Point Condominium Association, its Board of Directors, volunteers, employees and its managing agent harmless from any loss of any kind or nature, including attorney's fees, which it may incur as a result of the misrepresentation by myself and or others so misrepresented herein.

I have read and understand the foregoing INDEMNIFICATION and RELEASE. In WITNESS THEREOF, I (WE) have signed and executed this INDEMNIFICATION and RELEASE this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012, at the Dana Point Condominium Association.

DANA POINT OWNER(s)/RENTER(s) \_\_\_\_\_ (printed)

DANA POINT OWNER(s)/RENTER(s) \_\_\_\_\_ (signed)

DANA POINT OWNER(s)/RENTER(s) \_\_\_\_\_ (printed)

DANA POINT OWNER(s)/RENTER(s) \_\_\_\_\_ (signed)

BLD ADDRESS \_\_\_\_\_ UNIT # \_\_\_\_\_ HOME PHONE # \_\_\_\_\_

IN CASE OF EMERGENCY PHONE #: \_\_\_\_\_

**MEDICO KEY DEPOSIT RECORD:** **CHECK NO.(S):** (\_\_\_\_\_) (\_\_\_\_\_)

Key Recipient Signature: \_\_\_\_\_ Date \_\_\_\_\_

Key Recipient Signature: \_\_\_\_\_ Date \_\_\_\_\_

Issued Key Number: \_\_\_\_\_ Issued Key Number: \_\_\_\_\_

Amended November 28, 2000