

VENDOR WAIVER

Release of Island Tower Condominium Association, Inc. from Liability regarding the remediation and repair of the exterior of the building.

In consideration of being allowed access to the Island Tower, a Condominium, Property during the duration of remediation and repair work at Island Tower, a Condominium, I/we, Vendor(s) at Island Tower, a Condominium, agree as follows:

Vendor(s), and all employees of, releases and agrees to hold harmless the Island Tower Condominium Association, Inc. and its Board of Directors, affiliates, agents, officers, employees, consultants, successors, heirs, administrators and assigns and all other related persons, firms, corporations, associations, or partnerships associated with the remediation and restoration at Island Tower, a Condominium, (hereinafter collectively referenced as the "Released Parties" or individually as "Released Party") during the remediation and repair of the exterior building, from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses and compensation whatsoever, which I may now have or may have in the future as a result of my presence on the condominium property. This release is executed based on my/our desire to come onto to the Island Tower, a Condominium, Property during the duration of remediation and repair work at Island Tower, a Condominium.

Vendor(s) waives, releases, discharges and covenants to hold harmless the Release Parties from and against all claims, damages, losses and expenses (including, without limitation, bodily injury and death) arising out of or resulting from Vendor(s) presence on the Island Tower, a Condominium, Property during the duration of remediation and repair work at Island Tower, a Condominium, whether or not such claim, damage, loss or expenses was caused in whole or in part by said Released Parties or Released Party.

To the fullest extent permitted by law, Vendor(s) shall defend, indemnify and hold harmless the Released Parties from and against all claims, damages, losses and expenses (including, without limitation, bodily injury and death) arising out of or resulting from Vendor(s) presence on the Island Tower, a Condominium, Property during the duration of remediation and repair work at Island Tower, a Condominium, whether or not such claim, damage, loss or expenses was caused in whole or in part by said Released Parties or Released Party.

Vendor(s) acknowledges that there are risks associated with accessing and occupying the Property while undergoing exterior building reconstruction work. Vendor(s) acknowledges these risks and voluntarily elects to do so with full knowledge of the risks of injury (including death), illness, or damage to property.

Vendor(s) waives all rights of subrogation, on behalf of themselves and their insurers, against the Released Parties for damage covered by insurance before, during, or after completion of the work.

Arrival Jan 1st, 2023. Departure Mar 31st, 2023.
Done this the _____ day of _____, 20 ____.

Vendor: _____
Printed Name: _____

Units Service: _____
