

EDITHA HOUSE
LIABILITY WAIVER AND RELEASE OF CLAIMS

By his/her signature below, each of the undersigned individuals (each a "Guest/Caregiver") agrees on behalf of himself/herself and on behalf of his/her affiliates and their heirs, trustees, assigns, transferees, attorneys, agents, representatives and any and all other persons or entities who/which may assert a claim by virtue of their relationship to such person (a "Releasing Party"), and any other individual which he/she permits to enter Editha House's facilities ("Guest's Invitees"), as follows:

1. Guest/Caregiver and Guest's Invitees are authorized to use facilities provided by Editha House and the John and Editha Kapoor Charitable Foundation ("Editha House") only as long as Editha House and its representatives permit. At all times during Guest's/Caregiver's and Guest's Invitees' use of the facilities, Guest/Caregiver and Guest's Invitees shall fully abide by all of the policies, procedures, rules, and directives of Editha House.
2. Guest/Caregiver, on behalf of itself and each Releasing Party, to the fullest extent of the law, hereby waives, forgives, releases and discharges Editha House and its directors, officers, employees, affiliates, receivers, administrators, trustees, assigns, transferees, attorneys, agents, successors, predecessors, and volunteers ("Released Parties"), from and against any liability for any and all harm (including, but not limited to, physical injury, emotional injury or death) to Guest/Caregiver or any other Releasing Party or Guest's Invitees or their property, whether arising from negligence or otherwise, and any other actions, suits, proceedings, hearings, investigations, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses ("Losses"), arising on or prior to, or relating to actions or inactions, whether such Losses are contingent or actual, known or unknown, anticipated or unanticipated, liquidated or unliquidated, that arise from, or are made with respect to any relationship between Editha House and Guest/Caregiver or Guest's Invitees (and any direct or indirect usage by such persons of Editha House's facilities or services) (collectively, the "Released Claims").
3. Guest/Caregiver, individually and on behalf of the Releasing Parties, personally assumes all risks and liabilities connected with using Editha House's facilities and services and agrees to indemnify and hold harmless each of the Released Parties against any liability which may be assessed against him, her or it as a direct or indirect result of providing the facilities and/or services to Guest/Caregiver or Guest's Invitees, including all Released Claims.
4. Guest/Caregiver, individually and for the Releasing Parties, agrees that no such party will institute, cause to be filed, promote, participate in or otherwise become involved in any action, whether civil, administrative or otherwise, against a Released Party which arises from or relates to any of the foregoing Released Claims, and Guest/Caregiver shall indemnify and hold harmless Editha House and each other Released Party pursuant to Section 3 in connection with any such action.
5. The undersigned understands and agrees that this Liability Waiver and Release of Claims are irrevocable.

IN WITNESS WHEREOF, I hereby acknowledge that I have read the foregoing Liability Waiver and Release of Claims and understand its contents.

Date: _____ Guest Signature: _____

Printed Name: _____

Caregiver Signature: _____

Printed Name: _____

Witness: _____