

**KABLE'S MILL OWNERS ASSOCIATION
OWNER VOLUNTEER WORK
WAIVER AND RELEASE AGREEMENT**

I, (print name) _____, am the owner of _____, Bellbrook, Ohio, which is part of the Kable's Mill Owners Association ("Association"). As an Association member, I have volunteered to perform maintenance and repair work on and for the Kable's Mill property (the "Property"), which work may include _____, without cost, charge, or other expectation of remuneration or consideration from the Association for my labor. I further hereby acknowledge and understand that I voluntarily elect to perform such maintenance and repair work and that I fully acknowledge, accept, and assume all hazards and risks relating to or arising from the voluntary performance of such work, including, without limitation, risk of personal injury or loss, including death. I understand that any improvements I add to the Property are voluntary donations to the Property, shall become the Association's property upon installation without any compensation or remuneration to me, and may be removed at any time by the Association without notice.

I agree and understand that I am permitted to and shall only perform maintenance and repair work and shall at no time perform any work that requires a permit or license or that involves the use of any heavy and/or power machinery or equipment without explicit written approval to do so. Any work done or heavy and/or power machinery, tools, or equipment used in contradiction of this Release Agreement shall be done at my sole risk, and I, on behalf of myself, my successors, and assigns, hereby accept full responsibility for any and all damage or injury (including death) to myself, my property, or the person or property of anyone else, that may arise from or relate to such unapproved work or activities.

I, on behalf of myself, personal representatives, heirs, executors, administrators, agents, successors, and assigns, hereby release, hold harmless, indemnify, and agree to defend the Association and its Board members, Owners, members, residents, agents, and/or employees, from and against any and all liability and/or claims for any damages, losses, or injuries (including death), costs, expenses, or other claims of any nature or kind, that may result from, arise, or relate to my performance of any maintenance or repair work on the Property, whether as the result of my negligence, or otherwise.

I understand that the foregoing waiver and release is to be interpreted according to the fair meaning of the language used and not in favor or against any party, and have signed this document as my own free act, with the intention to be legally bound, and to bind any person who could claim through me, on and after the date set forth below.

I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THE FOREGOING WAIVER AND RELEASE AND FULLY UNDERSTAND THE CONTENTS THEREOF, UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY, AND THAT I AM WAIVING ANY RIGHT THAT I MAY HAVE TO BRING LEGAL ACTION OR TO ASSERT ANY CLAIM AGAINST THE KABLE'S MILL OWNERS ASSOCIATION.

**READ CAREFULLY BEFORE
SIGNING!!**

Date

X _____

Bellbrook, Ohio 45305