

# Morningside Heights Housing Corporation

80 LA SALLE STREET  
NEW YORK, N.Y. 10027-4711

PHONE: (212) 865-3631  
FAX: (212) 866-8626

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## RELEASE AND WAIVER FOR USE OF THE GAME ROOM

**The undersigned** represents that he/she is at least eighteen (18) years of age on the date hereof and is a shareholder or a member of a shareholder's household of Morningside Heights Housing Corporation, (the "Corporation"). He/she resides in the apartment specified at the end of this agreement (the "Apartment"). The undersigned acknowledges that the Corporation, as an accommodation to its residents, has acquired and installed in a room at the North End of the Lower Level of 501 West 123<sup>rd</sup> Street, New York, NY 10027, certain games and equipment (the room and the equipment are referred to as the "Game Room"). This Game Room is for the benefit of the shareholders and their household members who wish to utilize the Game Room in accordance with the provisions of this and similar Release and Waivers to be executed by other persons desiring to use the Game Room, and in accordance with the Rules and Regulations regarding the use of the Game Room adopted by the Corporation, a copy of which is attached hereto and made a part hereof. The undersigned acknowledges and agrees that guests are not permitted to enter or to use the Game Room at any time unless they previously registered with the Corporation and paid the appropriate fee.

**The undersigned** acknowledges that the Corporation in furnishing the Game Room, does so for the benefit of those eligible persons desiring to utilize the same; that the Corporation will provide no supervision for the utilization of the Game Room or any of the equipment; and that unless all users of the Game Room execute Releases and Waivers similar to this, the Corporation would not make the Game Room available.

**The undersigned** agrees to hold the Corporation and its directors, officers, agents, and employees, harmless from and against any and all claims, suits, losses, damages, costs, fees, expenses (including reasonable attorneys' fees and costs), or causes of action which may arise by reason of or in connection with use of the Game Room by the undersigned. In addition, the undersigned hereby irrevocably and unconditionally releases the Corporation and its directors, officers, agents, and employees from any and all liability for injury or death to the undersigned occasioned by or from the use of the Game Room by the undersigned and agrees not to assert any claim against the Corporation or any of its directors, officers, agents, or employees by reason of or in connection with any such injury or death.

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**The undersigned** acknowledges that this is a Release and Waiver with legal effect; that the undersigned signs it knowingly and willingly and acknowledges that the Game Room will not be supervised; that the undersigned shall utilize the Game Room at his/her own risk; and that absent the undersigned executing this Release and Waiver, utilization of the Game Room shall not be permitted to the undersigned. The undersigned further acknowledges that use of the Game Room by the undersigned shall at all times be in strict compliance with the Rules and Regulations as the same may be amended from time to time and that the Corporation, in its sole discretion, may terminate the right of the undersigned to utilize the Game Room at any time and without notice to the undersigned if any of the rules and Regulations or if any of the provisions of this Release and Waiver are violated.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

Address \_\_\_\_\_

Apt. \_\_\_\_\_

Date \_\_\_\_\_

Status with respect to the Corporation (check one):

Shareholder ( )  
Member of Shareholder's Household ( )

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