

WAIVER OF LIABILITY

This Waiver of Liability is made this _____ day of _____, 20__

Between Glacial Hills Food Center (Landlord) and _____(Tenant).

1. General Indemnification: Except to the extent resulting solely from the gross negligence, recklessness, willful or intentional misrepresentation, misconduct, or fraud or violation of law by the Landlord or its directors, officers, employees, or agents, Tenant hereby indemnifies and shall defend and hold harmless the Landlord and its directors, officers, employees, or agents from any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs, fees, or expenses, joint or several (including without limitation reasonable attorney's fees), arising or resulting from or in connection with (i) Landlord's Services, or (ii) use of Landlord's property or equipment.

2. Damage: landlord is hereby released from any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting from any cause whatsoever, and for any damage, injury, or inconvenience caused by interruption of utility service. Tenant is responsible for removal of their property from the premises in the event of flood, extended power outage, or other occurrence.

3. Construction and Repair: Landlord shall not be liable for any damage, compensation, or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption of the use of the premises, or the termination of this Lease by reason of the destruction of the premises.

4. Theft: Landlord shall not be liable for any loss or claim due to theft from the premises of commodities, equipment, inventory, or other Tenant-owned items

I acknowledge that the information I have provided is true and accurate to the best of my knowledge. Further, I agree to all Glacial Hills Food Center rules, State of Kansas regulations regarding food preparation and sales.

Client/Tenant

Glacial Hills Food Center

Date: _____