**WAIVER AND RELEASE OF LIABILITY RE STRATA LOT**

**WHEREAS** owners of strata lots within Strata Plan LMS 712 have been advised by The Owners, Strata Plan LMS 712 (the “**Strata** **Corporation")** that they may leave a key with Strata Corporation’s concierge or building manager (the **"Building Personnel"**) as a convenience and for safety purposes;

**AND WHEREAS** the undersigned owner(s) (collectively the **"Owner")** of strata lot \_\_\_\_\_, Strata Plan LMS712 (the "Strata Lot") have voluntarily provided a duplicate key to the Lot (the **"Key**") to the Strata Corporation, through the Building Personnel, in order to permit entry into the Strata Lot for emergency Or Strata Property Act purposes when the Owner is absent in accordance with this Waiver and Release;

**The Owner acknowledges and agrees with the Strata Corporation that:**

(a) the Key will be used by the Building Personnel during the hours of 8:00 am to 5:00 pm, excluding statutory holidays to facilitate access to the Strata Lot for periodic life safety inspections and the repair and maintenance of building systems (such as fireplace cleaning, dryer duct cleaning, smoke detector checks, IGU replacement, etc.) and any other part of the Strata Lot that the Strata Corporation is required to repair and maintain under the bylaws of the Strata Corporation. The Owner will be notified when there is an intention to use the key for these purposes;

(b) the Key may be used by the Building Personnel at any time in the event of an emergency arising in or from the Strata Lot. In the case of a medical emergency or an emergency involving damage to a strata unit, the Building Personnel will assist emergency responders or contractors at any time of the day by using the Key to provide access for the emergency responders or contractors to enter the Strata Lot. In the event that the Key does not work, the emergency responders or the Strata Corporation may gain access to the Strata Lot with the assistance of a locksmith or by the use of force, in which case, the Owner agrees to indemnify the Strata Corporation for the costs incurred to replace the locks or to replace the damaged front door to the Strata Lot;

(c) the Key will not be used by any person other than the Building Personnel to access the Strata Lot. Despite the foregoing, in the event that the Building Personnel are not available, the Key may be used by a Strata Council member or the Strata Manager for the purposes set out in this Waiver and Release; and

(d) the Owner may at any time request back the Key by way of written request to release the Key to the Owner or an authorized third party, in which case the authorized third party will be required to present photo identification to receive the Key.

The Owner further agrees, to the fullest extent permitted by law, to forever release, waive and covenant not to sue, and to exonerate, discharge and hold harmless the Strata Corporation, its council members, its agents and its employees, including the Building Personnel, from any and all liability, claims, demands, and causes of action that the Owner may have against the Strata Corporation, its council members, its agents and employees, including the Building Personnel, with respect to any injury, damages, expense or other loss that may result, directly or indirectly, from providing the Key to the Building Personnel and any use of the Key by the Building Personnel or the Strata Corporation to access the Lot for any purpose, whether caused by the acts or omissions or the negligence of the Strata Corporation, its agents and its employees, including the Building Personnel, any theft of the Key or otherwise in connection with or relating to the Key.

Dated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, B.C., this \_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

Strata Lot \_\_\_\_\_\_\_\_/Unit \_\_\_\_\_\_\_\_

Signature of Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Owner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_