

WAIVER AND RELEASE

The StayWell Program

StayWell Suites Charity (“**StayWell**”) works with temporary housing service providers (“**Temporary Housing Providers**”) to provide temporary housing solutions (“**Temporary Housing**”) on a subsidized or free basis to those in need of same (the “**Program**”). Examples of Temporary Housing Providers include professional furnished apartment management companies, hotels and other temporary accommodations providers. Though StayWell works with Temporary Housing Providers as part of the Program, StayWell and each of the Temporary Housing Providers are independent entities and are neither partners nor agents of each other.

As part of the Program, StayWell will be the first point of contact for individuals who are interested in Temporary Housing (“**Candidates**”). StayWell will collect information from Candidates regarding their Temporary Housing needs and subsequently liaise with Temporary Housing Providers to determine available Temporary Housing compatible with the needs of such Candidates.

Waiver and Release

I hereby acknowledge and agree as follows:

- while StayWell makes reasonable efforts to assess the reputation of Temporary Housing Providers, StayWell:
 - is independent of each of the Temporary Housing Providers and there is no relationship of partnership or agency between StayWell and any of the Temporary Housing Providers, and disclaims all liability in respect of the Temporary Housing Providers;
 - does not provide any guarantee in respect of the Temporary Housing (including, for example, its suitability, cleanliness, or state of repair) or any other products or services offered or given by Temporary Housing Providers, any disclaims all liability in respect thereof; and
 - does not directly manage or oversee any Temporary Housing, nor provide any services related to the Temporary Housing (other than the Program), and disclaims all liability in respect thereof;
- you are strongly encouraged to do your own due diligence and evaluations before making any legal or financial commitments in respect of Temporary Housing or to a Temporary Housing Provider; and
- that in consideration of my involvement in the Program, to waive and release StayWell and its directors, officers, employees, consultants, contractors, volunteers and agents (collectively, the “**Released Parties**”) from all actions, claims, demands and liability of any kind whether arising at common law or in equity, by contract, by tort or under any statute, in any way related to the Program, the Temporary Housing or any products or services received or to be received from any Temporary Housing Provider (collectively, “**Claims**”).

I acknowledge that my release is a full, final and unconditional release of all Claims against any one or more of the Release Parties and shall be binding upon my heirs.