

**HOPSCOTCH HOUSE**  
**RELEASE of LIABILITY AGREEMENT**  
(Individuals)

I, \_\_\_\_\_, have been granted permission to use those facilities owned and operated by the Kentucky Foundation for Women (“KFW”), Suite 1215, 332 West Broadway, Louisville, Kentucky 40202, and commonly referred to as “Hopscotch House” (located at 8221 Wolf Pen Branch Road, Jefferson County, Kentucky) for the dates of

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In conjunction with my use of Hopscotch House, I have also been granted limited access to the grounds on adjacent property (the “Bingham Property” owned by Ms. Sallie Bingham (“Bingham”), 8219 Wolf Pen Branch Road, Prospect, Kentucky 40059, for my recreational use during my stay at Hopscotch House. In consideration of that grant of permission by KFW to use Hopscotch House and by Bingham to use the Bingham Property, respectively, I hereby agree as follows:

1. I acknowledge that Hopscotch House and the Bingham Property have been provided separately by KFW and Bingham, respectively, for my recreational use, for my own purposes and for my sole benefit and enjoyment. Therefore, I agree to assume all risks associated with my use of Hopscotch House and the Bingham Property, whether such risks which may exist at Hopscotch House or on the Bingham Property, or both, are known or unknown. In so doing, I acknowledge and understand that KFW has no interest in, control of, nor responsibility for the Bingham Property and its conditions(s), and likewise, I acknowledge and understand that Bingham has no interest in, control of, nor responsibility for Hopscotch House and that property’s condition(s).

2. At anytime during my use of Hopscotch House or the Bingham Property, or both, KFW and Bingham may, in their sole discretion and for any reason, withdraw, in whole or in part, the permission granted to me by them to use Hopscotch House and the Bingham Property, respectively.

3. The use of Hopscotch House is being provided to me by KFW and use of the Bingham Property is being provided to me by Bingham free of charge and with no admission price, usage fee or cost of any kind or any sort whatsoever.

4. In consideration for the use and enjoyment of Hopscotch House granted to me solely by KFW, I acknowledge and agree, for myself, my estate, assigns, heirs, successors and otherwise, to forever waive, relinquish and release KFW, its agents, employees, officers and directors from any and all claims, causes of action and demands of any kind whatsoever which I may have against KFW as a result of injuries,

loss, damages or otherwise occurring to my person or my personal property while at Hopscotch House, whether such injury, loss, damage or otherwise is caused by fire, theft, act of God, the conditions, natural or otherwise, of Hopscotch House or by any other cause(s) including, but not limited to, my actions, the intentional or negligent actions of third persons or as a result of the ordinary or gross negligence of KFW and its agents, employees, officers, directors and assigns.

5. In consideration for the use and enjoyment of the Bingham Property granted to me solely by Bingham, I acknowledge and agree, for myself, my estate, assigns, heirs, successors and otherwise, to forever waive, relinquish and release Bingham, her agents, employees, officers and directors from any and all claims, causes of action and demands of any kind whatsoever which I may have against Bingham as a result of injuries, loss, damages or otherwise occurring to my person or my personal property while on the Bingham Property, whether such injury, loss, damage or otherwise is caused by fire, theft, act of God, the conditions, natural or otherwise, of the Bingham Property or by any other cause(s) including, but not limited to, my actions, the intentional or negligent actions of third persons or as a result of the ordinary or gross negligence of Bingham and her agents, employees, relatives and assigns.

6. I agree to indemnify and hold KFW and Bingham harmless from any loss, claim, demand, or damage suffered by either or both of them, including all associated costs and attorney's fees, resulting from any injury or death to any person or any loss or damage, direct or consequential, to any property caused by or resulting from any act or omission by me, my employees, agents, visitors, guests, or otherwise, while at Hopscotch House or the Bingham Property or both, including, but not limited to, personal injury, death or property damage caused by or resulting from the intentional or negligent acts of myself, my employees, agents, visitors, guests, or otherwise.

AGREED TO BY:

\_\_\_\_\_  
"USER" (print name)

\_\_\_\_\_  
Signature \*

\_\_\_\_\_  
Date

(\* Signature of PARENT/GUARDIAN required if "user" is younger than 18 years old.)