

WAIVER AND RELEASE FOR CHILDREN UNDER 15

This waiver and release is entered into between Building Materials Outlet Midwest, Inc. (referred to as "BMO") and Customer on behalf of Customer's minor child(ren) as of the date below.

1. Customer is the parent, natural guardian or is otherwise responsible for the minor child(ren) identified below who is/are under the age of 15 years old. Customer acknowledges he or she has read the signs on the premises of BMO warning customers of the dangers that could be encountered in BMO's premises due to its dual use as a warehouse store. Specifically, Customer has been warned that there are motorized forklifts, pallet jacks, stacked lumber, windows and other items that may be dangerous and could be attractive to children under the age of 15 years old on the premises.

2. Customer further acknowledges that BMO recommends that children under the age of 15 years old should not be on the premises for the reasons stated above and has a policy that if a Customer brings any child under the age of 15 to the premises, that the Customer shall sign this Waiver and Release in consideration of being permitted to bring any child under the age of 15 onto the premises.

3. Customer represents and warrants that it has the authority to sign this Waiver and Release on behalf of the minor child(ren) identified below and agrees to assume the responsibility to carefully supervise the minor child(ren) identified below to prevent them from engaging in actions that could result in injury or death to said child(ren).

4. ON BEHALF OF THE MINOR CHILD(REN) IDENTIFIED BELOW AND IN CONSIDERATION OF BMO PERMITTING A MINOR CHILD UNDER THE AGE OF 15 TO ENTER THE PREMISES, CUSTOMER AGREES TO RELEASE AND DISCHARGE BMO ITS OWNERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AFFILIATED ORGANIZATIONS, INSURERS, AND OTHERS ACTING ON ITS BEHALF ("ASSOCIATES") OF AND FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LEGAL LIABILITY, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, DUE TO BMO'S AND ITS ASSOCIATES ORDINARY NEGLIGENCE. CUSTOMER FURTHER AGREES THAT EXCEPT IN THE EVENT OF BMO'S OR ITS ASSOCIATES GROSS NEGLIGENCE AND WILLFUL AND WANTON MISCONDUCT, HE OR SHE SHALL NOT BRING OR PERMIT THE MINOR CHILD TO BRING ANY CLAIMS, DEMANDS, LEGAL ACTIONS AND CAUSES OF ACTION, AGAINST BMO OR ITS ASSOCIATES FOR ANY ECONOMIC OR NON-ECONOMIC LOSSES DUE TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE SUSTAINED BY THE MINOR CHILD(REN) IDENTIFIED BELOW IN RELATION TO THE PREMISES AND OPERATIONS OF BMO.

DATED: _____

Signature of Customer

Print Name of Minor Child

Print name, address and telephone
number of Customer below:

