

ROOF DECK WAIVER AND RELEASE AGREEMENT

59 PINEAPPLE CORP.

THIS AGREEMENT MUST BE SIGNED BY EVERY SHAREHOLDER UNDER WHOSE AUSPICES ANY PERSON WILL USE THE 59 PINEAPPLE STREET ROOF DECK.

The undersigned Shareholder hereby requests of 59 Pineapple Corporation, its officers, directors, shareholders, managing agents, independent contractors and employees permission for myself, my family members, my co-habitants, sub-tenants, invitees and guests (hereinafter collectively referred to as "my guests") to use the 59 Pineapple Street Roof Deck according and subject to the following:

I understand that my presence on the Roof Deck and my use of the Roof Deck and that of my guests involves risk. I hereby assume all risk and responsibility for any accidents, damage, injury or other effect of any kind upon the health or physical condition of myself and my guests sustained as a result of my or their use of the Roof Deck facilities and all other activity on the Roof Deck. In consideration of making the facility available to me and my guests, I acknowledge and agree that 59 Pineapple Corp. is not responsible and is hereby released and discharged from all claims, losses, damages, liabilities, demands or expenses (including, without limitation, legal costs and expenses) of any kind incurred by me and my guests, whether known or unknown, present or future on account of or as a result of any damage, injury, or other effect upon my health or physical condition that may occur as the result of their use of the Roof Deck and I hereby agree to indemnify and hold harmless 59 Pineapple Corp. from all claims, losses, damages, liabilities, demands or expenses (including, without limitation, legal costs and expenses) of any kind that may be incurred by 59 Pineapple Corp. in connection therewith. This waiver shall include any and all claims, demands, damages and causes of action, present or future, whether known or unknown, resulting from my use and that of my guests, of the Roof Deck, including, without limitation, all claims based on negligence or known defects. I agree that I will not make a claim or initiate suit against 59 Pineapple Corp. in connection with the use of the Roof Deck and that I will indemnify and hold 59 Pineapple Corp. harmless against any such claim made by my guests.

59 Pineapple Corp. has advised me not to bring valuable personal property onto the Roof Deck. I assume full responsibility for any loss of or damage to my personal property or that of my guests, which may occur on the Roof Deck. 59 Pineapple Corp. shall not be liable for the loss, theft or damage of any of my personal property or that of my guests, located anywhere on the Roof Deck.

I have neither requested nor received any express representation or warranties as to the use of the Roof Deck and 59 Pineapple Corp. does not make any actual or implied representations or warranties regarding the same.

This waiver has been executed by me and may be used solely for myself and my guests, for the purpose of using the Roof Deck.

Roof Deck Waiver and Release Agreement

I acknowledge that I have received a copy of the rules and regulations, and agree for myself and for my guests, to be bound by them and any amendments to them hereafter adopted. I agree that 59 Pineapple Corp. may exclude me and my guests from the Roof Deck if I or they breach the rules or regulations or conditions of this indemnity agreement, or if I or they engage in undesirable behavior as determined by the Board of Directors at its sole discretion.

59 Pineapple Corp. may repair, at my expense, any and all damage or injury to the Roof Deck, or to its fixtures, appurtenances, or equipment caused by me and my guests, and I agree to pay 59 Pineapple Corp. upon demand any amounts so expended by 59 Pineapple Corp. Failure to pay within 30 days allows the Board to automatically revoke my membership or my right and that of my guests to enter the Roof Deck, and to pursue other legal remedies. I further agree that I shall be solely responsible for any personal injury to any person caused by my or my guests' use of the Roof Deck.

I agree that the Board of Directors of 59 Pineapple Corp. shall resolve any dispute or question concerning the use of the Roof Deck and the decision of the Board shall be, in all respects, binding upon me and all persons using the Roof Deck as my guests.

I have read and understand the foregoing, and have had an opportunity to consult counsel regarding same. I agree for myself, and my guests, to abide by and be bound by the foregoing terms and conditions.

_____ (Print Shareholder's Name)

_____ Shareholder signature

_____ Apt. # / Unit

_____ Date