

MAN-39301

Third Party Contractor Release of Claims, Waiver of Liability and Indemnification Agreement

By Signing this document you will waive certain legal rights, including the right to sue.
Please read carefully.

The undersigned Home Depot ("Third Party Contractor(s)") has, under an agreement or arrangement with Karen McLanahan (the "Purchaser(s)"), agreed to construct, furnish, supply and/or install certain items, materials, equipment, services, and/or labour in connection with the construction and completion of the house (the "Work") which is being built for the Purchaser at 39-30 Peradale Drive (the "Property") pursuant to an agreement of purchase and sale with a closing date of June 28 2012 (the "Closing Date").

In consideration of Pratt Hansen Group Inc. ("Pratt Homes") allowing me/us to access the Property to complete the above noted Work and such good and valuable other consideration the sufficiency of which is acknowledged, I/we (on my/our own behalf and on behalf of my/our personal representatives, heirs, executors and administrators, agents, contractors and invited guests) hereby expressly agree that Pratt Homes and its directors, officers, agents and/or employees shall not be liable for any damages arising from any personal injury, illness, damage or loss sustained by the Third Party Contractor(s) as a result of having accessed the Property during construction and prior to the Closing Date.

Further, notwithstanding the generality of the forgoing full and unconditional waiver and release, I/we specifically agree to release and forever discharge Pratt Homes from responsibility, liabilities or claims due to any cause whatsoever, including negligence, breach of contract or breach of any statutory duty of care arising from:

1. Any personal injury, death, expense and related loss, including loss of income that may be suffered in connection with the Work.
2. Any loss or damage to equipment or material owned or in the care of the Third Party Contractor(s) at the Property.

Further, I/we agree to release, indemnify and hold harmless Pratt Homes against any and all claims arising from the Work including:

1. Any claims for defects or deficiencies in Work constructed, furnished, supplied and/or installed by the Third Party Contractor(s).
2. Any damage to the Property resulting from or caused by the Third Party Contractor(s)'s performance of the Work or otherwise.
3. Any claims for damages made by third parties regarding damage to their property personal property resulting from the Third Party Contractor(s)'s performance of the Work or otherwise.
4. Any incomplete payment for materials, equipment, services, labour, or other expenses incurred in connection with the Third Party Contractor(s)'s Work at the Property.

To cover
installing our
hot water tank.

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JUN 18 2012
MAN-39301

Further, I/we agree to release and discharge **Pratt Homes** and its directors, officers, agents and/or employees from any and all claims or causes of action arising out of the negligence of **Pratt Homes** and its directors, officers, agents and/or employees.

Further, I/we acknowledge that I/we have carefully read and fully acknowledge and understand the releases and waivers contained herein, and hereby freely, voluntarily and without duress executes this release and waiver fully and unconditionally in favour of **Pratt Homes**.

I/we understand that by signing this document I/we are waiving any right to bring a legal action or claim against **Pratt Homes** relating to the contents hereof.

Signed this 7th day of June 2012


Signature of Third Party Contractor

Karen McNAMARA
Please Print Name Clearly