

SWEET BRIER CONDOMINIUMS POND USE
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

FIRST NAME: _____ LAST NAME: _____

PROPERTY ADDRESS: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

This Sweet Brier Condominiums Pond Use Assumption of Risk and Indemnification Agreement ("Acknowledgment") is acknowledged and made by the person named below, on behalf of them personally and their heirs, personal representatives, successors, and assigns ("Resident"), and the undersigned Guardian (as applicable).

In consideration of the Sweet Brier Condominium Unit Owners Association, Inc.'s ("Association") agreement to allow Resident and Resident's occupants and guests to use the pond located on the common elements ("Association Pond") for fishing and recreational purposes, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Resident, Resident agrees, understands, and acknowledges that:

1. Resident's use of the Association Pond is done with full knowledge and disclosure of the risks and dangers associated with such use, and that this is true despite any action, omission, or failure to act of the Association. Resident agrees to explain the dangers of such use to any occupant or guest Resident invites to use Association Pond.

2. To the fullest extent permitted by law, Resident agrees to waive, release, indemnify, hold harmless, and defend Association, its Board of Directors, community association managers, officers, employees, representatives, managing agent(s), and its owners, tenants and guests, and all of their respective heirs and assigns, from and against all liabilities, claims, damages, losses, cause of action, suits, judgments, fines, assessments, penalties, and expenses (including reasonable attorneys' fees and other legal costs and court costs) of any kind, nature, or description, arising as a result of Resident or Resident's guests, relatives, or invitees Resident authorized or permitted to use the Association Pond, including injury and death. If Association, in the enforcement of any part of this indemnity provision, incurs expenses or becomes obligated to pay attorneys' fees or court costs, Resident agrees to reimburse Association for such expenses, attorneys' fees, or costs, within 30 calendar days after receiving written notice from Association of incurring said expenses, costs, or obligations and further agrees that such amounts can be assessed to the Resident's Unit.

Resident acknowledges that Resident has read and understands this Sweet Brier Condominiums Pond Use Assumption of Risk and Indemnification Agreement, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Resident's use of the Association Pond. By execution of this Acknowledgment, Resident knowingly and voluntarily agrees to all the terms and conditions stated above:

RESIDENT:

Signature: _____

Print Name: _____

Date: _____