

## **SPRING CREEK ASSOCIATION DISCLAIMER AND AUTHORIZATION**

By submitting payment and authorizing the Spring Creek Association (SCA) to charge your credit or debit card, you acknowledge and agree to the following:

1. **Authorization of Charges:** You authorize SCA to charge your provided payment method for the applicable fees, passes, or services requested.
2. **Acknowledgment of Rules and Regulations:** By making this purchase, you confirm that you have read, understood, acknowledge and agree to abide by all rules, regulations, and policies outlined in the SCA waiver, as well as those governing the use of all SCA amenities and facilities.
3. **Assumption of Risk:** You understand and acknowledge that participation in activities at SCA amenities—including but not limited to equestrian riding, recreational use, or facility access—is done at your own risk.
4. **Release of Liability:** You voluntarily release, waive, discharge, and hold harmless the Spring Creek Association, its directors, officers, employees, agents, and volunteers from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or harm, including death, that may result from your participation in any SCA activity or use of any SCA facility, whether caused by negligence or otherwise.
5. **Indemnification:** You agree to indemnify and hold harmless SCA for any loss, liability, damage, or cost they may incur due to your presence or participation at any SCA facility.
6. **No Guarantee of Service:** SCA makes no guarantees regarding the availability, condition, or uninterrupted use of any facility or service. All amenities are provided on an 'as-is' basis and are subject to closure or maintenance without prior notice.
7. **Right to Refuse Service or Remove:** SCA reserves the right to refuse service or access to anyone who does not comply with its rules and regulations. SCA also retains the right to remove individuals from facilities or events if behavior is deemed inappropriate, disruptive, or in violation of SCA policies.
8. **Third-Party Vendors:** If your day pass includes access to services or activities provided by third-party vendors, you may be required to sign a separate waiver or waivers and may be subject to the terms and conditions set forth by those third-party vendors.
9. **Minor Access Restriction:** No individual(s) under the age of 18 are permitted to use or access any Spring Creek Association facilities or amenities without the presence of a parent or legal guardian.

For questions or more information, please contact SCA at 775-753-6295.

By completing this transaction, you agree and acknowledge that you, and your agents, successors and assigns are legally bound by this disclaimer and the terms herein