

**RELEASE, WAIVER AND
INDEMNIFICATION**

WHEREAS, WILLOW FOREST HOMES ASSOCIATION, INC. (the "Association") owns property including parking lots, park area, swimming pool, clubhouse, and tennis courts (collectively the "Common Area"); and,

WHEREAS, in consideration of the right to use and enjoy the pool facility located at 8410 Creek Willow Dr., the undersigned does on behalf of himself/herself agree as follows:

- 1. THE UNDERSIGNED HAS THIS DAY RELEASED AND BY THESE PRESENTS DOES RELEASE, ACQUIT, WAIVE AND FOREVER DISCHARGE WILLOW FOREST HOMES ASSOCIATION, INC., ITS BOARD OF DIRECTORS, COLLECTIVELY AND INDIVIDUALLY, THEIR AGENTS, SERVANTS, AND EMPLOYEES AND ALL PERSONS, NATURAL OR CORPORATE, IN PRIVITY WITH THEM OR ANY OF THEM FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER, AT COMMON LAW, STATUTORY OR OTHERWISE, WHICH THE UNDERSIGNED MIGHT HAVE OR WHICH MIGHT ARISE. THE UNDERSIGNED ACKNOWLEDGES THE INHERENT RISKS INVOLVED IN THE USE OF THE ASSOCIATION FACILITY, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, AND DEATH. THE UNDERSIGNED ALSO ACKNOWLEDGES THAT USE OF THE ASSOCIATION FACILITY IS POTENTIALLY DANGEROUS AND THAT THE TYPE OF INJURY OR DAMAGE DESCRIBED ABOVE CAN OCCUR WHEN USING THE ASSOCIATION FACILITY.**
- 2. THE UNDERSIGNED HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, SICKNESS, DISEASE, DEATH, AND DAMAGES OF ANY KIND (COLLECTIVELY, "DAMAGE"), SUSTAINED BY THE UNDERSIGNED OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO THE UNDERSIGNED'S (OR THE UNDERSIGNED'S GUESTS', INVITEES', OR LICENSEES') PRESENCE IN OR USE OF THE ASSOCIATION FACILITY. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF: THE ASSOCIATION AND ANY OF THE ASSOCIATION'S OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY TIER (COLLECTIVELY, THE "INDEMNIFIED PARTIES"). THE UNDERSIGNED ACKNOWLEDGES THAT INDEMNIFIED PARTIES ARE NOT INSURERS OF PROPERTY LOSS OR DAMAGE, AND THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THE INDEMNIFIED PARTIES HAVE MADE NO REPRESENTATIONS OF WARRANTIES, NOR HAS THE UNDERSIGNED RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR**

IMPLIED, AS TO THE SAFETY OF THE ASSOCIATION FACILITY. THE UNDERSIGNED SHALL NOTIFY THE ASSOCIATION OF ANY UNSAFE CONDITION WITNESSED ON THE COMMON AREA IMMEDIATELY.

- 3. THE UNDERSIGNED, IF THEY ARE DETERMINED TO HAVE TAMPERED WITH, DESTROYED, VANDALIZED, MISUSED, OR MISHANDLED, ANY OF THE ASSOCIATION'S PROPERTY COLLECTIVELY KNOWN AS THE "COMMON AREA", WILL BE SUBJECT TO SUSPENSION OF RIGHTS AND PRIVILEGES REGARDING ACCESS TO THE POOL FACILITY FOR A PERIOD OF 30 DAYS AS SET FORTH IN THE *WILLOW FOREST SECTION 1 & 2 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS*. ADDITIONALLY, ALL CHARGES INCURRED IN ORDER TO REPAIR OR REPLACE DAMAGED PROPERTY SHALL BE CHARGED TO THE UNDERSIGNED'S ACCOUNT.**

It is further understood that in the event that the undersigned shall make any claim or file any lawsuit against the subdivision concerning an injury or death resulting from their presence on the Common Area or any death or injury associated therewith, the undersigned agrees to indemnify, defend and hold the Association and its Board of Directors, collectively and individually, their agents, servants and employees and all persons harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged intentional conduct, negligence, gross negligence, or strict or product liability, on the part of the Association, its Board of Directors, collectively and individually, agents, servants and/or employees.

The undersigned warrants that he or she had read this agreement and fully understands it to be a release and waiver of all claims, present or future, that he or she has or may have in the future against the Association or its agents and that he or she is of legal age and legally competent to execute this agreement, and that he or she does so of his/her own free will and accord without reliance on any representation of any kind or character not expressly set forth herein.

By: _____

Printed Name: _____

Date: _____