



POLICY and PROCEDURE

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Board Approval Date	1/22/2022
Original P&P Date	1/22/2022

COMMON AREA/COMMUNITY GROUND USE CONTRACT

Facility to be Used	Start Date	Time	End Date	Time
Describe Facility & Event & Number of People Using Facilities				
Organization or Person(s) Using Facilities			Oakwood Harbor Property Owner	
Phone #	User's Mailing Address		OWH Lot #	

ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT FOR USE OF OAKWOOD HARBOR HOMEOWNERS ASSOCIATION COMMON AREA COMMUNITY GROUND FACILITIES

I hereby acknowledge that I have voluntarily chosen to use the specified facilities of the Oakwood Harbor Home Owner's Association (HOA) as described above. I understand the risks involved and I accept any and all responsibility for myself, my family, my guests, and members of my sponsored group, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death.

In consideration of my usage of the stated Oakwood Harbor facilities and all those individuals sponsored by me for usage of the facilities, to the fullest extent permitted by law; I agree to indemnify, defend and hold harmless the Oakwood Harbor HOA, its Board of Trustee, employees, volunteers, property owners and assigns from and against all claims arising out of or resulting from usage of the specified facility. "Claim" as used in this agreement means any financial loss, claim, suit, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless the Oakwood Harbor HOA, its Board of Trustees, employees, volunteers, property owners and assigns from any and all claims, both present and future that may be made by me, my family, guests, members of my sponsored group, estate, heirs or assigns.

I also understand that the Oakwood Harbor HOA does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damages or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance (or to insure that others have insurance) to cover these expenses for myself, my family, my guests, and members of my sponsored group.

I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Oklahoma and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. In the event any claims or suit is brought forward within the scope of this agreement by myself, my family members, my guests, members of my sponsored group, or on behalf of any of the fore-mentioned, I agree to pay for all legal fees and costs associated with the defense of such claims or suit incurred by the Oakwood Harbor HOA, its Board of Trustees, employees, volunteers, property owners and assigns.

I agree that this acknowledgment of risk and hold harmless is effective for the duration of the specified usage of the specified facility.

User and Sponsor's Printed Names	User or Sponsor's Signature	Date
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