



POLICY and PROCEDURE

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

Common Areas/Community Ground Use Hold Harmless Agreement

I hereby acknowledge that I am an official property owning member of the Oakwood Harbor Home Owners Association (HOA) in good standing.

I understand the risks involved in using the Oakwood Harbor provided facilities and in being physically present on Oakwood Harbor subdivision property, roads and trails, and I accept any and all responsibility for myself, my family, my guests, and my contracted services personnel including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. In consideration of my participation and representative of family, guests, renters, and contractors as a qualified member of the Oakwood Harbor HOA and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the Oakwood Harbor HOA, its Board of Trustees, employees, volunteers, and assigns from and against all claims arising out of or resulting from said participation for myself and all those that I represent; family, guests and contractors. "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 there from. In addition,

I hereby voluntarily hold harmless the Oakwood Harbor HOA, its officers, directors, employees, volunteers, and assigns from any and all claims, both present and future that may be made by me, my family, guests, contractors, 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 negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses for myself, my family, my guests, and my contractors.

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 and my contractors, 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 officers, directors, employees, volunteers, and assigns.

I agree that this acknowledgment of risk and hold harmless is effective for as long as I am a qualified property holding member of the Oakwood Harbor HOA.

Printed Name of HOA Member

Signature of HOA Member

Date

HOA Member Property Lot Numbers

The above must be signed by each person listed on the deed to the property, use the reverse side for additional owner's names and signatures.