

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

IN CONSIDERATION of being permitted to _____
(describe Activity) on land owned by Indian Springs Community Association, Inc. and/or Indian Springs Green Space LLC (collectively "Indian Springs") and the homeowners of Indian Springs, collectively the "Activities", I, for myself, my personal employees, representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I am knowledgeable and familiar with the Activities, have inspected the Indian Springs property and the property on which the Activities are to be conducted, and that I am qualified to participate in such Activity. I further acknowledge that the Activity may be conducted near public roads and facilities open to the public and other activities on behalf of Indian Springs and upon which the hazards of traveling, operating or being in the vicinity of heavy equipment, and unsafe property conditions are to be expected. Indian Springs has made no warranties or promises of any kind with respect to the condition of the Indian Springs and their homeowners' property.

2. FULLY UNDERSTAND that: (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others, including others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Indian Springs, their administrators, directors, agents, officers, members, volunteers, and employees, other participants, the Indian Springs homeowners, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases arising from or related to the Activities, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. AGREE TO INDEMNIFY, HOLD HARMLESS, AND TO PAY ANY CLAIM FOR DAMAGES to Indian Springs and their homeowners' property resulting from, related to, or arising from the Activities, or any negligent or intentional act by my employees, representatives or contractors.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED LEGAL NAME : _____

ADDRESS: _____
(Street) (City) (State) (ZIP)

_____ (SIGNATURE)

AS: _____(TITLE)

FOR MINOR _____

DATE: _____