

PRAIRIE GARDENS RECREATION FACILITY RELEASE OF LIABILITY

**THIS FORM MUST BE SIGNED AND RETURNED BEFORE POOL FOB
WILL BE ACTIVATED!**

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL
RIGHTS**

WAIVER AND RELEASE OF LIABILITY FORM
RELEASE OF LIABILITY, WAIVE OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE:

Prairie Gardens HOA, Homeowners and/or its Board Members; Prairie Gardens Recreation Facility and/or its Board Members; Fox Ridge HOA, Homeowners and/or its Board Members

Assumption of Risk:

1. I, the undersigned, wish to use the Prairie Gardens Recreation Facilities (Swimming Pool, Shelter, Recreation Field, Basketball Courts); I recognize and understand that using the Prairie Gardens Recreation Facilities (Swimming Pool, Shelter, Recreation Field, Basketball Courts) involves certain risks. Those risks include, but are not limited to, the risk of injury resulting from possible malfunction of the equipment used in the pool and injuries resulting from tripping or falling over obstacles in the pool area or becoming exposed or infected with the Coronavirus.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of using the Prairie Gardens Recreation Facilities (Swimming Pool, Shelter, Recreation Field, Basketball Courts), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Prairie Gardens HOA, Homeowners and/or Prairie Gardens Recreation Facility and or Fox Ridge HOA, Homeowners their directors, officers, employees, agents and representatives (all of whom are hereinafter referred to as “the Releasees”);
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer or any of my guests may suffer as a result of my participation at the Prairie Gardens Recreation Facilities (Swimming Pool, Shelter, Recreation Field, Basketball Courts) due to any cause whatsoever, EXCLUDING WILLFUL NEGLIGENCE ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from any damage to property of, or personal injury to, any third party, resulting from my participation at the Prairie Gardens Recreation Facilities (Swimming Pool, Shelter, Recreation Field, Basketball Courts);

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4. That this Agreement shall be effective and binding upon my heirs, next of kin, guests, executors, administrators and assigns, in the event of my death.

5. I understand that failure to sign this agreement will prohibit the use of the Prairie Gardens Recreation Facilities (Swimming Pool, Shelter, Recreation Field, Basketball Courts) by me, my household and any of our guests.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, GUESTS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

(Please print name clearly)

Address

City/Prov Postal Code

X _____ Date Signed: _____

Participant's Signature

Phone#: _____

PLEASE READ CAREFULLY!

Recreation Facility Waiver

Prairie Gardens Recreation Facility

Basehor, Kansas 66007

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