

## RELEASE AND INDEMNIFICATION

*(Pavilion Reservation - Residents)*

WHEREAS, the Association of Green Trails Phase II Homeowners, Inc. (the "Association"), is the owner of various park pavilions, and the undersigned Association resident ("Resident") wishes to reserve the pavilion specified below (the "Pavilion"), on the date and at the times indicated, for use by Resident and other persons in connection with a function (the "Function"); and WHEREAS, the Association is willing to allow Resident to use the Pavilion for the Function, but only upon the following terms and conditions:

1. In the event of any damage to the Pavilion or any other Association property in connection with the Function, the Resident will be responsible for any and all repairs necessary to return the Pavilion or such other property to its condition prior to the Function. Resident will promptly pay any invoice(s) for such repairs. If any such invoice(s) are not promptly paid (or Resident otherwise fails to comply with this document), the Association shall be entitled to deny Resident the use of any or all Association facilities, as well as to exercise any and all legal or equitable rights that it may have.

2. The Pavilion and other Association property are provided on an "AS-IS" basis. The Association and its directors, officers, committee members and other volunteers, agents, and contractors (collectively, "Association Persons") shall not be liable for any claims or demands of any kind arising out of the Resident's use or occupancy of the Pavilion or any other Association property in connection with the Function, whether for personal injury and/or property damage, whether by Resident or any of Resident's guests, invitees, agents, or contractors, except to the extent that such personal injury and/or property damage arises from the gross negligence of the Association or any of its agent or contractors.

3. Resident agrees to release, and indemnify and hold harmless, the Association Persons from any and all claims, liabilities, actions, charges or expenses (including attorneys' fees) due to personal injury and/or property damage arising (or alleged to arise), directly or indirectly, from or in connection with the Function, except to the extent that such personal injury and/or property damage arises from the gross negligence of the Association or any of its agent or contractors.

**4. Fireworks, alcoholic beverages and cooking equipment are NOT allowed at the Function.** The Association shall not be held responsible for any liability whatsoever resulting from (a) fireworks being used at the Function, (b) alcoholic beverages being served at or in connection with the Function, or (c) any cooking or other non-Association equipment (e.g. inflatables) that are used in connection with the Function.

**5. Use of domestic animals (pony, horse, petting zoo) is NOT allowed at the Function.** This is for public health reasons as previous Reservationist had animals walk on Splash Pad, and animal waste was not removed from the field areas of the park grounds.

**6. Stacking garbage outside park receptacles is NOT allowed at the Function.** Excess garbage must be taken from the facility by the Reservationist. Litter from the Function must also be picked up and disposed of properly.

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7. Lifeguard fees are the direct responsibility of the Resident; and arrangements for lifeguards are to be made directly by Resident with the Association pool contractor.

Function details *(fill in all items)*: Pavilion at \_\_\_\_\_ Park/Pool

Date: \_\_\_\_\_ / Times: \_\_\_\_\_ to \_\_\_\_\_ //Inflatable to be used? Yes No

Any other equipment to be used \_\_\_\_\_

I hereby agree to the above terms and conditions:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone No.: \_\_\_\_\_ Office or Home Phone No.: \_\_\_\_\_

Date: \_\_\_\_\_