

**IRON HORSE RANCH
POOL WAIVER AGREEMENT**

Name	
Spouse Name	
Address	
Phone	
Email	

Children Living at Home

Child		Age	
Child		Age	
Child		Age	
Child		Age	
Child		Age	

THIS IS A LEGALLY BINDING AGREEMENT

By signing this agreement, you, the “Member” or “Owner”, as defined in the “AMENDED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR IRON HORSE RANCH” executed on the 21st day of June, 2017, give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation or accessing The Iron Horse Ranch Homeowners Association, Inc. (IHR-HOA) facilities or “Common Areas” now or at any time in the future.

DEFENSE

The Member or Owner agrees to indemnify Declarant, it’s officers, employees, owners, agents and IHR-HOA, the Pool Management Company, if any, and any other individuals or entity associated with IHR-HOA or the Pool Management Company (all of which are referred to herein as “Operators”) from any and all actions, claims or injuries arising from the use by Member or Owner, and its guests or invitees of the premises by any person, or for any condition existing on said premises. In any suit or action for damages arising from alleged negligence of Member or Owner in which the Operators, individually or collectively, are included as a defendant, Member or Owner will assume all the burdens, costs, and expenses of the defense thereof, including attorney’s fees, and the cost of settlement or judgment obtain against the Operators, individually or collectively, by reason thereof.

HOMEOWNERS INSURANCE

The Member or Owner agrees to verify with its homeowners insurance carrier that said Homeowner has liability insurance covering his/her use of the pool, including any harm or injury to the guests and invitees for the activity for which Homeowner is utilizing IHR-HOA facilities now or at any time in the future.

ACKNOWLEDGEMENT OF RISK

I hereby acknowledge and agree that participation in activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

CORONAVIRUS/COVID-19 WARNING & DISCLAIMER

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in programs or accessing Iron Horse Ranch facilities could increase the risk of contracting COVID-19. IHR-HOA in no way warrants that COVID-19 infection will not occur through participation in IHR-HOA programs of accessing IHR-HOA facilities.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE

In consideration of my participation in IHR-HOA programs or facilities, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE IHR-HOA, its officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators, guests, invitees and assigns may have, now or in the future, against IHR-HOA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of IHR-HOA facilities/equipment or participation in IHR-HOA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my participation or use of the IHR-HOA facilities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my, guests participation or use of the IHR-HOA facilities.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in IHR-HOA participation or use of the facilities and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while using IHR-HOA facilities and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death.

“Member” or “Owner” Signature	
“Member or “Owner” Name (printed)	
Date	