LAKE VILLAGE HOMEOWNERS ASSOCIATION

RELEASE, WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT
PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS
OF SIGNING THIS DOCUMENT

Express Assumption of Risk Associated with the Use of The Recreational Facilities and Related Activities.

I, _____, (print name) do hereby affirm and acknowledge that I understand the inherent hazards and risk associated with using the tennis courts, pool, playground, pickleball court ("Recreational Facilities") and related activities with the Recreational Facilities which I may participate in after signing this Release of Liability. Inherent hazards and risks include, but are not limited to, the following:

1. Risk of injury from the activities related using the Recreational Facilities, including but not limited to the possibility of an accident or injury, is significant and includes the potential for permanent disability and/or death.
2. My own negligence and/or the negligence of all others, including employees, agents, independent contractors, members, occupants, volunteers, board members, board officers or representatives of Lake Village Home Owners Association.
3. Natural hazards including but not limited to weather, sun or heat injuries including heat exhaustion, heat stroke, sunburn, hypothermia and dehydration or other related conditions.
4. The potential for anyone failing to exercise reasonable care, to take adequate precautions, or to use adequate control when engaging in any activity surrounding the tennis courts, pool, pickleball court or other Recreational Facility, including failing to act in a manner consistent with the person's abilities.
5. Broken bones, severe injury to the head, neck and back which may result in severe impairment or even death.
6. Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and or varied wind, temperature and all other weather conditions.
7. Accident or illness occurring in a place where there are no closely available medical facilities.
8. Fatigue and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
9. My sense of balance, physical coordination, and ability to follow instructions.
10. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

WARNING: UNDER NEVADA LAW THE LAKE VILLAGE HOME OWNERS ASSOCIATION IS NOT LIABLE FOR INJURY TO OR DEATH OF A PARTICIPANT IN RECREATIONAL FACILITIES ACTIVITIES RESULTING FROM THE INHERENT RISK OF SUCH ACTIVITIES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

In consideration of being permitted to participate in any way on or about the Recreational Facilities and related activities, I hereby agree and acknowledge:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, the Lake Village Home Owners Association, its members, officers, directors, agents, employees, independent contractors, successors or assigns, herein referred to as Releasees. I further release Releasees, its officers, directors, employees, representatives, agents, and volunteers, from liability and responsibility whatsoever and for any claims or cause of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage or wrongful death arising from the above activities or any use of the Recreational Facilities whatsoever. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities or any use whatsoever of the Recreational Facilities.
2. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

COMPLIANCE WITH ALL RULES: The undersigned has read, fully understands and voluntarily executes this Agreement, agrees to abide by all rules governing the use of the Recreational Facilities, and further recites and acknowledges that no oral representations, statements or inducements, apart from this Agreement, have been made.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ORAL OR WRITTEN REPRESENTATIONS.

Date: _____

_____ _____ _____
Signature of adult participant | Printed name | Unit Number

Address: _____ City/State/Zip: _____

Phone: _____ Email: _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, am 18 years old or older, and do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasee from any and all liabilities incident to his/her involvement in the use of the Recreational Facilities for myself, my heirs, assigns, and next of kin.

Date: _____ Minor's name(s): _____

_____ _____
Signature of parent or adult legal guardian if participant is a minor. By this signature, they, on my behalf, release all claims that both they and I have.

Printed name