

# SUGARWOOD HOMEOWNERS' ASSOCIATION

## Recreational Facility Patron/Participant Acknowledgement of Risk, Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**ACKNOWLEDGEMENT OF RISK:** I hereby acknowledge and agree that the access to and/or use of Sugarwood Homeowners Association (SHA) facilities/equipment or participation in membership activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury or illness. I have full knowledge and understanding of the inherent risks associated with the access to and/or use of SHA facilities/equipment or membership participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, (4) catastrophic injuries including death and paralysis and (5) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all risks associated with the access to and/or use of SHA facilities/equipment or membership participation and that said list in no way limits the operation of this Agreement. Any and all such risk of injury and illness associated with use of the SHA facilities and equipment or participation in membership activities are hereby assumed exclusively by the undersigned Participant.

**WAIVER:** In consideration of my participation in SHA membership, recreational opportunities, and use of SHA facilities, I, for myself, my heirs, personal representatives, agents, invitees or assigns, **DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SHA, 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 and assigns may have, now or in the future, against SHA resulting from personal injury, property damage, accidents or illnesses (including death), arising from or in any way related to the access to and/or use of SHA facilities/equipment or participation in SHA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including but not limited to the negligence of Releasees, to the fullest extent permitted by law.

**INDEMNIFICATION AND HOLD HARMLESS:** In further consideration, I, the undersigned Member/Participant, also 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 access to and/or use of SHA facilities or equipment.

**ASSUMPTION OF RISKS:** I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the access to and/or use of SHA facilities/equipment or membership participation 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 may sustain arising out of or in any way related to the access to and/or use of SHA facilities/equipment or participation in SHA programs whether that participation is supervised or unsupervised and that by signing this agreement I HEREBY RELEASE Releasees from all liability, to the fullest extent permitted by law, for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe access to and/or use of SHA facilities/equipment.

**ACKNOWLEDGMENT OF UNDERSTANDING:** I have read this waiver of liability, assumption of risk, and indemnity agreement and fully understand its terms. I further understand that I am giving up substantial rights, including my right to sue. I certify that I am therefore of lawful age and otherwise legally competent to sign this agreement. I understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

MEMBER/PARTICIPANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

MEMBER/PARTICIPANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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MEMBER 1/PARTICIPANT 1 NAME \_\_\_\_\_

MEMBER 2/PARTICIPANT 1 NAME \_\_\_\_\_

MEMBER/PARTICIPANT ADDRESS \_\_\_\_\_

MEMBER/PARTICIPANT EMAIL \_\_\_\_\_

MEMBER/PARTICIPANT PHONE NO. \_\_\_\_\_

SHA Family (Household) Members (List all adults, and each child and age, that may access the SHA facilities)

1. Name \_\_\_\_\_

6. Name \_\_\_\_\_

2. Name \_\_\_\_\_

7. Name \_\_\_\_\_

3. Name \_\_\_\_\_

8. Name \_\_\_\_\_

4. Name \_\_\_\_\_

9. Name \_\_\_\_\_

5. Name \_\_\_\_\_

10 Name \_\_\_\_\_