

BROOKWOOD MANOR HOMEOWNERS ASSOCIATION INC.
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Only those individuals who have executed a copy of this Waiver are permitted to use Brookwood Manor Homeowners Association, Inc. Swim Facilities. **Any person for whom a valid Waiver has not been executed is prohibited from entry upon the Swim Facilities owned by Brookwood Manor Homeowner's Association Inc.**

ACKNOWLEDGMENT OF RULES AND REGULATIONS: I have received, read, understood and agree to abide by the BROOKWOOD MANOR HOMEOWNERS ASSOCIATION, INC. SWIM FACILITY RULES AND REGULATIONS. (For any minor under the age of 18, a parent or legal guardian must sign on behalf of the minor, and must see to it that the minor has read, understands, and abides by the RULES AND REGULATIONS).

ASSUMPTION OF RISK: I, the undersigned, wish to use the Swim Facilities owned by Brookwood Manor Homeowners Association, Inc. I recognize and understand that use of the Swim Facilities involves certain risks, including, but not limited to, the risk of injury from possible malfunction of equipment, injuries resulting from tripping or falling over obstacles in the area, and the conduct of other users.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT:

In consideration of permission to use the Swim Facilities owned by Brookwood Manor Homeowners Association, Inc., I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I may now have or have in the future against Brookwood Homeowners Association, Inc., their directors, employees, officers, agents, and representatives (all of whom are hereinafter referred to as "the Releasees");
- TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, or expense that I and my minor children may suffer or that my next of kin and guests may suffer as a result of our use of the Swim Facilities due to any cause whatsoever, including negligence on the part of the Releasees;
- 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, including Releasees, resulting from the use of the Swim Facilities by me, my family members, and my guests of the Swim Facilities;
- That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO SEE TO IT THAT ALL MEMBERS OF MY HOUSEHOLD AND OUR GUESTS READ AND ACKNOWLEDGE ALL OF THE RULES AND REGULATIONS SET BY BROOKWOOD MANOR HOMEOWNERS ASSOCIATION, INC. FOR THE USE OF THE RECREATION FACILITIES.

Street Address: _____

Email Address for Notices: _____ Telephone No.: _____

Print Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

Print Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

Print Name: _____ Date of Birth: _____

Signature: _____ Date Signed: _____

Emergency Contact Name: _____ Telephone Number: _____