

VILLAGE AT ALUM CREEK HOMEOWNERS ASSOCIATION, INC.
COMMON ELEMENT RESERVATION AND USE LIABILITY WAIVER AND RELEASE

I, _____, (Owner/Resident) understand and acknowledge that I have voluntarily elected to reserve, access, and use the common element green space (the "Green Space") located on the property of the Village at Alum Creek Homeowners Association, Inc. (the "Association"). I understand and acknowledge that I am responsible for all actions, whether negligent or intentional, of myself, and my family members and guests (invited or not invited) who access and use the Green Space during or related to my reservation of the Green Space, including all damage to the Green Space or other Association common elements and personal property. I acknowledge that the reservation, access, and use of the Green Space is subject to the rules and regulations adopted by the Board and acknowledge receipt of such rules and regulations.

I acknowledge that an accident or incident could occur that could result in property damage or injury. The Association has made no representations or warranties, nor have I relied on any representations or warranties, expressed or implied, as to the safety, sanitation, or cleanliness of the Green Space. I assume 100% of the risk of damage or injury arising from or related to my voluntary reservation of the Green Space.

To the fullest extent permitted by law, I, on behalf of myself, personal representatives, heirs, executors, administrators, agents, successors, and assigns waive, relieve, release, indemnify, hold harmless, and agree to defend the Association, its Board of Directors and officers, employees, representatives, managing agents, and its owners, tenants, and guests, and all of their respective heirs and assigns, from and against all claims, causes of action, liabilities, damages, suits, judgments, fines, assessments, penalties, and expenses (including reasonable attorneys' fees and other legal costs) of any nature, kind, or description, including for damage or injury to any person or property, arising out of, related to, or a consequence of my access and use of the Green Space.

I acknowledge and agree that I have carefully read this Liability Waiver and Release Agreement and the rules and regulations that apply to the Green Space, fully understand the contents thereof, and understand that this is a release of liability. I sign this Agreement as my own free act, with the intention of waiving any right that I may have to bring legal action or to assert any claim against the Association in connection with my access to and use of the Green Space, and with the intention to be legally bound and to bind any person who could claim through myself on and after the date set forth below.

Date and Purpose of Rental/Use of Green Space: _____

READ CAREFULLY BEFORE SIGNING!!

OWNER/RESIDENT:

Signature: _____

Print Name: _____

Address: _____

Date Signed: _____