

FALL CREEK RECREATIONAL FACILITIES WAIVER

This Fall Creek Recreational Facilities Waiver (this “**Waiver**”) is made by the undersigned participant (“**Participant**”) and Fall Creek Homeowners Association, Inc. (the “**Association**”).

In consideration of the right to use and enjoy the Association’s swimming pools, fitness center, tennis courts, parks, and other recreational facilities in or on the Association’s common areas (collectively, the “**Recreational Facilities**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Participant, Participant agrees to the following terms and conditions:

1. Participant acknowledges the inherent risks involved in the use of the Association’s Recreational Facilities, including but not limited to bodily injury, sickness, disease or death. Participant also acknowledges that use of the Recreational Facilities is potentially dangerous and that the type of injury or damage described above can occur when using the Recreational Facilities. Participant shall comply (and shall cause any guests, invitees, or licensees of Participant to comply) with the Association’s rules, regulations, guidelines, policies, and restrictions governing Participant’s (and Participant’s guests’, invitees’, and licensees’) use of the Recreational Facilities.
2. PARTICIPANT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, “**DAMAGE**”), SUSTAINED BY PARTICIPANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO PARTICIPANT’S OR ANY OTHER PARTY’S PRESENCE IN OR USE OF THE RECREATIONAL FACILITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, MANAGERS, OR ATTORNEYS, (COLLECTIVELY, THE “**RELEASED PARTIES**”) WHETHER OR NOT CAUSED BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
3. PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT’S RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO PARTICIPANT’S PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER PARTICIPANT IS IN AN APPROPRIATE PHYSICAL CONDITION, OR HAS THE APPROPRIATE ABILITY, TO USE THE RECREATIONAL FACILITIES. PARTICIPANT REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT HE/SHE IS SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE (AND ENGAGE IN PHYSICAL ACTIVITIES IN) THE RECREATIONAL FACILITIES.
4. ON BEHALF OF PARTICIPANT AND PARTICIPANT’S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, PARTICIPANT HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS’ FEES) OF ANY KIND (COLLECTIVELY, “**CLAIMS**”) ARISING OUT OF OR RELATING TO PARTICIPANT’S PRESENCE IN OR USE OF THE RECREATIONAL FACILITIES. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
5. PARTICIPANT SHALL INDEMNIFY AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR LICENSEES OF PARTICIPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO PARTICIPANT’S OR SUCH THIRD PARTY’S PRESENCE IN OR USE OF THE RECREATIONAL FACILITIES. THIS COVENANT TO INDEMNIFY AND DEFEND INCLUDES

(WITHOUT LIMITATION) CLAIMS CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

Participant acknowledges that he/she has read and understands the above Fall Creek Recreational Facilities Waiver, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Participant's use of the Recreational Facilities. Participant voluntarily agrees to the terms and conditions stated above.

PARTICIPANT:

Print Name: _____

Relationship to Owner: _____

Address: _____

Phone: _____

Date: _____

Email Address (for official Association communications only): _____

Signature: _____

(Guardian Signature if resident 17 years of age or younger.)

Personal Card: Minor Card: Domestic Personal Card: Tenant Card:

Age: _____

(Tenant cards are \$25.00 each. Replacement cards are \$25.00. Check or Money Order ONLY.)

Card #: _____