

ASSUMPTION OF RISK/WAIVER OF LIABILITY RELEASE

REVISED 4/8/2022

In consideration of the permission granted me, now or in the future, by the Snowden Overlook Community Association, Inc. ("Association"), to enter and use the Association facilities, including but not limited to the following: swimming pools, fitness center, meeting rooms and outdoor spaces, kitchens, games, other facilities and social events at the Snowden Overlook clubhouse ("Facilities"), the undersigned irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the Association and/or its members, officers, directors, agents, contractors and employees (collectively, the "Releasees") for or on account of any and all liabilities, illnesses, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my entry to and use of the Facilities, whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Releasees. This Assumption of Risk and Waiver of Liability (this "Release") shall be binding upon my heirs, executors, administrators and assigns.

I understand that my access to, use of, or participation in the Facilities carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Because of these risks and hazards, serious accidents and illness can occur, including but not limited to contracting the COVID-19 virus, complications of any existing or developing medical conditions, muscle sprains and strains, impact injuries, and broken bones. All of these and others not listed here may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or even death. My access to and use of the Facilities is completely voluntary, and I assume all risks associated therewith.

I acknowledge that I am aware of the risks related to my entry and use of the Facilities, I have read and understand this Release in its entirety. I acknowledge I am signing this Release voluntarily. I understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of my entry and use of the Facilities along with the acts, omissions and negligence of the Releasees. This document is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under law. In the event any provision of this Release is held to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Release. I voluntarily sign my name as evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them. I acknowledge that I am at least 18 years old, and that I am voluntarily executing this waiver on my personal behalf and that of all my minor family members who may elect to use the Facilities. I further acknowledge that I will comply, and compel my family members to comply, with any and all directives of the Association, its Board members, and its Management personnel, as well as all representatives of the pool management vendor.

If I bring guests to the Facilities, I agree to indemnify and defend the Releasees for any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of my guest's entry and use of the Facilities along with the acts, omissions and negligence of the Releasees. Such indemnification shall include all expenses and costs incurred, including attorneys' fees to defend the same.

I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE.

(Note: All adult residents of the unit may sign this release or separate releases.)

Signature Required: _____

Date: _____

Print Name: _____

SOCA (Red) Pool Pass #: _____

SO Address: _____

Signature Required: _____

Date: _____

Print Name: _____

SOCA (Red) Pool Pass #: _____

SO Address: _____

Signature Required: _____

Date: _____

Print Name: _____

SOCA (Red) Pool Pass #: _____

SO Address: _____

Witness Signature: _____

Date: _____