

The Oak Ridge Improvement Association, Inc.

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement -for HOA Members (and other household members 18 years of age or older)

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I, and my children below the age of 18, wish to swim at or use the HOA pool, pool area, or sports court (the "HOA facilities"). I recognize and fully understand certain things, including:

- At no time, or rarely, is there a lifeguard on duty at the pool. Regardless, I am solely responsible for the safety of myself and my children.
- My use, and the use of my children, of the pool and HOA facilities, involves certain risks, including but not limited to:
 - A. The risk of death from drowning;
 - B. The risk of serious spinal injuries and permanent paralysis from hitting one's head on the pool or other hard surface;
 - C. The risk of serious injuries, other injuries, or death resulting from a possible malfunction of the pool or other facilities equipment;
 - D. The risk of serious injuries resulting from tripping or falling over obstacles in the pool area;
 - E. The risk of serious injuries resulting from swimmers colliding;
 - F. The risk of other injuries, serious or otherwise, resulting from participating in any action in the pool or the HOA facilities; and
 - G. The risk of contracting COVID-19 and being sick, hospitalized, or dying from it.
- I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming and I am assuming all risks for myself and my children who use the HOA facilities.

In exchange for the HOA allowing me and my children to utilize the HOA facilities, I hereby agree to the conditions below. I fully intend and choose to release legal rights, waive legal rights, and indemnify as stated below:

1. TO WAIVE ANY AND ALL CLAIMS that I, or my children, have or may have in the future against the HOA, its directors, officers, employees, agents, other HOA Members, children of other Members, or representatives (hereinafter referred to as the "Releasees") relating to my use of the pool and HOA facilities;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury, expense, or another cost that I or my children may suffer or that my next of kin may suffer in connection with my use of

the Releasees pool, pool area, or HOA facilities to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES;

3. TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE RELEASEES from any and all liability to property, or personal injury to, any third party, resulting from the use of the pool or HOA facilities;
4. TO ASSUME ALL RISKS in the use of the HOA facilities for myself, and for my children;
5. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the HOA facilities;
6. This Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate; and
7. This Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement is fully effective and shall be effective and binding upon my children, their heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on their behalf or on behalf of their estate.

Furthermore, I, and my children, agree to adhere to all HOA rules regarding the use of the HOA facilities including the Swimming and Sports Court Rules and COVID-19 Rules, of which I have received a copy. I will not allow any guests on the HOA facilities without prior HOA approval, and will insure that my guests sign and deliver the HOA guest liability waiver to the HOA and receive a copy of the Rules.

I have carefully read and fully understood this document. I am aware that by signing this document, I am waiving certain legal rights that I or my children may have against the Releasees, and I fully agree to do so.

Date: _____

X _____

Member Signature

Printed name: _____

Address: _____

I received a key (initial) _____

X _____

Member Signature

Printed name: _____

Address: _____