

**FOUNTAIN HILL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.  
ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION  
AND HOLD HARMLESS AGREEMENT**

User's Name: \_\_\_\_\_ Lot # \_\_\_\_\_

For and in consideration of permitting the undersigned User, as identified above, on behalf of himself or herself and the invitees or others attending, using the premises of Fountain Hill Subdivision Homeowners Association, Inc. ("The Association"), including the Club House, swimming pool and parking lots, the undersigned agrees, on behalf of himself or herself and the their invitees or others attending, as follows:

**1. ASSUMPTION OF RISK**

1.1 The undersigned has been fully and completely advised of the potential dangers and risks incidental to engaging in and around a swimming pool and the premises of The Association. The undersigned acknowledges that he or she has read the rules incident to use of the Club House and The Association Swimming Pool and agree to abide by such rules and convey such rules to the participants allowed in the activity for which the premises is be allowed. The undersigned fully understands that there is the risk of serious injury or death while participating in swimming activities associated with the swimming pool. The undersigned agrees to convey all the rules concerning use of the facilities of The Association.

1.2 The undersigned hereby asserts that he or she has requested the privilege of the use of the premises and such is voluntary on his or her part and the he/she knowingly assumes any and all such risks for himself or herself and as representative of the invited group or others who may associate themselves with the invited group.

1.3 The undersigned hereby assumes responsibility for the condition of the premises or facilities during the period of use and assumes the obligation and expense of repair or replacement for any damage arising from the use of the premises or facilities whether caused by neglect or otherwise. Should there be damage and the same is not paid for after demand, then costs of collection and reasonable attorney fees shall be due.

## **2. WAIVER OF LIABILITY**

2.1 The undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage, death, or loss of any kind whatsoever occurring to him/herself, invitees or other parties arising as a result of use of the premises or facilities of The Association.

2.2 The undersigned does for him/herself, his/her successors, invitees or other parties associated with the use of The Association's facilities or premises do hereby release, discharge, waive and relinquish any action or cause of action, aforesaid, which may hereafter arise such use against The Association, its Officers, Directors or employees, agents, or representatives, for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

## **3. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

3.1 The undersigned does for him/herself, his/her successors, invitees or other parties associated with the use of The Association's facilities or premises hereby agrees that in the event any claim for personal injury, property damage, or loss of any kind whatsoever shall be pursued against The Association, its Officers, Directors or employees, agents, or representatives, he/she shall HOLD HARMLESS and INDEMNIFY The Association, its Officers, Directors or employees, agents, or representatives from any and all claims or causes of action by whomever or wherever made or presented for personal injury, property damage, or loss of any kind whatsoever.

## **ACKNOWLEDGMENT**

The undersigned has read the foregoing "assumption of risk", "waiver of liability", and "indemnification and hold harmless agreement", fully understands their terms, and understands that he/she is giving up substantial rights, including the right to sue. The undersigned acknowledges that he/she is signing the agreement freely and voluntarily.

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Signature of User

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Date