

MEMBER REQUEST, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This Request, Assumption of Risk, and Indemnity Agreement ("Agreement") is submitted in consideration of _____ ("Member"), a member of the Association, being permitted to use the recreational or amenity center facility or common areas(s) of HOA of Brentwood Place, Inc. ("Association"), for the limited purpose of providing _____ ("Activity") including all related activities, on _____ (MM/DD/YYYY). Member resides at _____.

I, MEMBER, HEREBY VOLUNTARILY AND KNOWINGLY:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue my own and other participants' further participation in the Activity.
2. ACKNOWLEDGE, agree, and represent that the participants, and their respective heirs, assigns, administrators, personal representatives, and next of kin, understand the nature of the Activity and that each participant is in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe a participant is unable to participate in the Activity in a safe manner, I will immediately remove the participant from further participation in the Activity.
3. FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS, WHETHER KNOWN OR UNKNOWN, OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releasees (as defined below); and (c) there may be other risks, or social or economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred or sustained as a result of my participation, or that of any participant, in the Activity; In the event of a medical/health problem, the Association accepts no responsibility for any medical expenses or other costs associated with a medical/health problem nor will the Association pay for any medical/health expenses which may be incurred by the participant.
4. ACKNOWLEDGE, agree, and affirm that I shall procure and maintain a commercial general liability insurance policy in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) and will name the Association as an additional insured therein. I shall provide, upon written request, the Association a copy of the insurance policy and proof of payment.
5. REPRESENT that I have obtained permission from the parent/legal guardian of the participants that will participate in the Activity to execute this agreement on their behalf, in addition to having obtained individual waivers from each participant and/or their parent or legal guardian as necessary. I agree that the participants shall and will comply with all stated and customary terms, rules, and verbal instructions as conditions for the Activity.
6. ACKNOWLEDGE there are inherent risks associated with the Activity and I, on behalf of myself and the participants, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants.
7. RELEASE the Association from any claims associated with exposure or potential exposure to the virus known as COVID-19 or permutations thereof.
8. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Association or Legacy Southwest Property Management, LLC, its directors, officers, agents, members, volunteers, and employees (individually and collectively, the "Releasees") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT MEDICAL ASSISTANCE OR RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, reasonable attorneys' fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I AFFIRM AND ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MEMBER SIGNATURE: _____ **DATE:** _____

ADDRESS OF MEMBER: _____

PHONE NO: _____ **EMERGENCY CONTACT:** _____