

**RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND
ASSUMPTION OF RISK
(“AGREEMENT”)**

In consideration of the opportunity to enter upon and use the HOA of Brentwood Place, Inc.’s (the “Association”) Common Area, I, for myself and/or for the minor participant(s) listed below (collectively the “Participants”), and the Participants’ respective heirs, assigns, administrators, personal representatives, and next of kin, release the Association from all responsibilities, risks, liabilities and hazards related to the use of the Common Areas, including but not limited to damages arising out of or related to the Participants’ use of the inflatable equipment and/or the bounce house, and fully release and forever discharge, and agree to defend, indemnify and hold the Association harmless, its officers, directors, employees and agents, including Legacy Southwest Property Management, LLC, past present and future, from and against all losses, expenses, claims, demands, causes of action of every kind and character for death, personal injury, property damage, or any other liability for damages associated with the use of the Common Area.

I, ON BEHALF OF MYSELF AND/OR THE MINOR PARTICIPANT(S), AND EACH OF OUR HEIRS, LEGAL REPRESENTATIVES, GUESTS, AND ASSIGNS FURTHER AGREE TO INDEMNIFY AND HOLD THE RELEASEES HARMLESS FROM ANY CLAIM ASSERTED BY OR ON BEHALF OF OUR FAMILY MEMBERS, INCLUDING MINORS, AND GUESTS BASED ON FACTS OR CIRCUMSTANCES ENCOMPASSED BY THE RISKS, INCLUDING WITHOUT LIMITATION ANY CLAIMS ASSOCIATED WITH EXPOSURE OR POTENTIAL EXPOSURE TO THE VIRUS KNOWN AS COVID-19 OR PERMUTATIONS THEREOF AND ANY CLAIMS FROM OTHERS RESULTING FROM EXPOSURE OR POTENTIAL EXPOSURE TO MYSELF OR MY HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS ON ASSOCIATION PROPERTY WHO HAVE OR MAY HAVE COVID-19 OR PERMUTATIONS THEREOF.

In further consideration of being allowed to attend this private event, I hereby affirm that (i) the Participants do not have a cough, fever, shortness of breath, and (ii) neither the Participants nor anyone in our household or guests or attendees have been sick in the past 2 weeks or exposed to someone who has been sick in the past 2 weeks.

I represent that I have consulted with all parents or legal guardians of the minor Participants that will use the bounce house, or I have obtained permission from the parents/legal guardians of the Participants. I and all Participants agree to comply with all stated and customary terms, rules, and verbal instructions as conditions for play in the bounce house. I am aware that there are inherent risks associated with use of the inflatable equipment 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.

I, on behalf of myself and the other Participants, affirm that we (i) have read this **RELEASE, WAIVER OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK agreement**, (ii) understand that we have knowingly and voluntarily given up substantial rights by signing it and (iii) have signed it freely and without any inducement or assurance of any nature and intend it 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. Any violation of the Association’s guidelines is subject to immediate removal and suspension of privileges.

I represent that I am the Participant, and/or the parent or legal guardian of the Participants named below, or I have obtained permission from the parent/legal guardian of the Participants named below to execute this agreement on their behalf. I agree that the Participants named below and I shall comply with all stated and customary terms, rules, and verbal instructions as conditions for play in the bounce house.

Participant Printed Name

Participant Date of Birth

Participant Printed Name

Participant Date of Birth

Participant Printed Name

Participant Date of Birth

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Address City, State ZIP