

**BALLARD GREEN COMMUNITY ASSOCIATION, INC.**

**WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, enter into this Waiver of Liability and Indemnification Agreement (“Agreement”) with Ballard Green Community Association, Inc. (the “Association”) for the privilege to use the Clubhouse, Swimming Pool, Tot Lot, and Fitness Facility of the Association, and other Common Area facilities (hereinafter collectively referred to as the “Recreational Facilities”).

Use of the Recreational Facilities and/or any of the equipment therein or thereon is at the sole risk of the person using such Recreational Facilities and/or related equipment, and such use is subject to any rules and regulations of the Association regulating the use thereof.

By signing this Agreement, you agree and acknowledge the following:

1. I understand and agree that the Association, its agents, servants, employees, insurers, members, directors, officers, managers, and successors and assigns assume no liability for damage or loss of any personal property brought into or onto any of the Recreational Facilities by any user of the Recreational Facilities and/or related equipment, and/or into or onto any part of the real property owned by the Association including, without limitation, parking areas.
2. With full awareness and appreciation of the risks involved and in consideration for use of the Recreational Facilities and/or equipment therein or thereon, I, for myself and on behalf of my family, spouse, child(ren), estate, heirs, executors, administrators, assigns, and personal representatives and anyone else who might have a claim by reason of my injury, illness, or death, or the injury, illness, or death of the minor child(ren) identified in this Agreement (“Minor” or “Minors”) in connection with the use of the Recreational Facilities and/or equipment therein or thereon, hereby waive and forever release the Association, its agents, servants, employees, insurers, members, directors, officers, managers, and successors and assigns (the “Released Parties”) from any and all liability, claims, demands, actions, causes of action, damages or suits at law or in equity (“Claims”), directly or indirectly arising out of or related to any loss, claims for personal injury, death, property damage, loss of property, medical expenses and/or loss of services, that may be sustained by me or the Minor or Minors identified in this Agreement related to the use of the Recreational Facilities and/or the equipment therein or thereon, whether caused by my or said Minor’s use of the Recreational Facilities and/or related equipment, any third-party using the Recreational Facilities and/or related equipment, or otherwise on account of or in any way relating to or arising out of use of the Recreational Facilities and/or related equipment. I understand that this release includes any and all Claims on behalf of myself, on behalf of my minor child(ren), and my household related use of the Recreational Facilities and/or related equipment including, without limitation, any Claims relating to Covid-19.
3. I hereby agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or

liabilities (including attorneys' fees) arising either directly or indirectly from or related to any and all third-party Claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my, or my family, spouse, child(ren), Minor or Minors identified in this Agreement, and/or any member of my household's use of the Recreational Facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties.

4. I acknowledge that I have received and read a copy of this Agreement. I understand that I have the right to retain legal counsel before executing this Agreement, and I have either consulted with legal counsel, or have voluntarily elected not to do so. I agree that I understand and will fully comply with the terms stated herein.

I UNDERSTAND THE RISKS OF USING THE RECREATIONAL FACILITIES AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I HEREBY WARRANT THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE LEGAL AUTHORITY TO ACT ON BEHALF OF THE BELOW NAMED MINOR(S). I AGREE, ON MY OWN, AND ON BEHALF OF EACH SUCH MINOR, TO THE TERMS AND CONDITIONS IN THIS DOCUMENT.

By executing this Agreement, I hereby acknowledge that I have read and understand this Agreement and have consented to be bound by its terms.

By: \_\_\_\_\_  
(signature of Owner/Resident)

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**If person using the Recreational Facilities is a Minor:**

Minor's Printed Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Parent or Legal Guardian's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Minor's Printed Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Parent or Legal Guardian's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Minor's Printed Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Parent or Legal Guardian's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Minor's Printed Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Parent or Legal Guardian's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_