



## LAKE CLUB WAIVER AND INDEMNITY

In consideration of The Lakes at Rocky Ridge Condominium Association (hereafter referred to as the HOA) permitting me unrestricted access to the facilities commonly known as the "Lake Club" on lands owned by or under the control of the HOA the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me with and for the benefit of

### **The Lakes at Rocky Ridge Condominium Association**

And their affiliates and subsidiaries  
And the "Personnel" (as defined below).

I waive any and all claims that I have or may have in the future against, and release from all liability and agree not to sue, the HOA any of their members, directors, officers, employees, servants, agents, contractors, suppliers and representatives (collectively, the "Personnel") for any personal injury, death, property damage or other loss that I sustain during or as a result of any of my use of any equipment or facilities located in the Lake Club, or during participation in special events or activities coordinated by the Lake Club (both on and off premises), the acts or omissions of Personnel or other members, including but not restricted to:

- (a) **negligence** (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care normally associated with the use of a similar facility);
- (b) **breach of any other duty imposed by law**, including any duty imposed by occupiers liability or other legislation;
- (c) **breach of any contract**; and
- (d) **mistakes or errors in judgment** of any kind.

I assume and accept all the risks and dangers of using this facility and participation in special events and activities coordinated by the Lake Club (both on and off premises) and the possibility of personal injury, death, property damage or other loss as a result. I agree that, although the HOA and the Personnel may take precautions to reduce the risks and increase the safety of using the Lake Club, it is not possible for the HOA or the Personnel to make use of this facility completely safe or to predict with complete assurance whether this facility is being used in a safe and prudent manner by other members. Further, the HOA will not be acting in any supervisory capacity or providing any training or screening of those people wishing to use the Lake Club. I willingly accept these risks and agree to the terms of this Waiver and Indemnity. I advise that I am fully familiar with the use of the equipment and facilities provided by the HOA at the Lake Club and acknowledge that the HOA is relying on this advice in permitting me to use the facilities at the Lake Club.

I will allow the HOA and Personnel access to Condominium Residents Lists in order to confirm I am an owner or renter who pays fees to “**The Lakes at Rocky Ridge Condominium Association**”. In addition, I understand while I am using the Lake Club I will be under video surveillance.

I also agree to indemnify, defend and save harmless the HOA and the Personnel from and against all claims, demands, actions, causes of action, suits and costs (including legal costs on a solicitor and own client basis) in connection with the use of the Lake Club by any third parties who are using the facilities as my guests. I undertake to ensure that any such guests are at least eighteen (18) years of age and are familiar with the safe use of the equipment and facilities in the Lake Club.

In signing this Waiver and Indemnity, I am not relying on any oral, written or visual statements of any kind, including promotional statements or other brochures of any kind or source or made by any of the Personnel to induce me to use the Lake Club.

I confirm that I have had sufficient time to read and understand what I am agreeing to in this Waiver and Indemnity before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors.

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_, month \_\_\_\_\_ year.

Name of Member: \_\_\_\_\_ Signature of Member \_\_\_\_\_

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

*Other members within household that will be using the Lake Club:*

1) Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(if under 18 yrs, signature of parent or

guardian)

2) Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(if under 18 yrs, signature of parent or

guardian)

3) Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(if under 18 yrs, signature of parent or

guardian)

4) Name: \_\_\_\_\_ Signature: \_\_\_\_\_

(if under 18 yrs, signature of parent or

guardian)

Name of Witness: \_\_\_\_\_ Signature of Witness \_\_\_\_\_