

HAMPTON PLACE POOL REGISTRATION WAIVER AND RELEASE OF LIABILITY

Hampton Place Address:

Keycard Number: (located on back of card)

In consideration of the risk of injury while participating in pool area recreation (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, household members, executors, guests, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the Hampton Place Homeowners Association located at 36200 Atlantic Ave, North Ridgeville OH 44039 their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold the Hampton Place Homeowners Association harmless against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If incurs any of these types of expenses, I agree to reimburse.

I acknowledge that the Hampton Place Homeowners Association and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE HAMPTON PLACE HOMEOWNERS ASSOCIATION AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE HAMPTON PLACE HOMEOWNERS ASSOCIATION FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I acknowledge that I have been issued a keycard for access to the Hampton Place pool. I understand that if the keycard is lost, stolen or otherwise missing, I will contact Lawrence Company for a replacement and I am responsible for the payment of a \$35 replacement fee, charged to my account.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted and an agreement between two parties of equal bargaining strength. Both the Participant (signed below) and the Hampton Place Homeowners Association agree this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with purposes for which it is entered into.

PLEASE IDENTIFY AN EMERGENCY CONTACT PERSON

Emergency Contact & Relation to you:

Emergency Contact Phone Number:

I, the undersigned participant, affirm that I am of the age of 18 years old or older. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified verbally. I am aware that this is a release of liability and a contract that I am signing it of my own free will. I agree to abide by the rules and regulations governing safe and lawful operation of the swimming pool, and assume responsibility for all my household members, dependents, minors and/or guests using the pool facilities.

Lot Owner Name: _____ Renter/Tenant Name (if applicable) N/A _____

Names of ALL permanent members of the residence and ages of children under 18 (continue on back of page if needed):

Signature: _____

Date: _____