

THE HARBOUR HOMEOWNERS ASSOCIATION, INC.
LIABILITY WAIVER AND RELEASE
(OWNER)

I, _____, (Owner) understand and acknowledge that I have voluntarily elected to access and/or use the recreational facility and equipment (the "Facility and Equipment") located on the property of The Harbour Homeowners Association, Inc. (the "Association") and that, I am responsible for all actions, whether negligent or intentional, of myself and my family members, residents, and guests (invited or not invited) to access and/or use the Facility and Equipment as subject to the rules and regulations adopted by the Board. I acknowledge receipt of the rules and regulation that apply to the Facility and Equipment.

I acknowledge that from time to time, an accident or incident could occur that could result in property damage or injury, including death, to myself. I further acknowledge that I accept all said risks and hazards of the Facility and Equipment, and that any damage, injury, or other claim resulting from the usage of the Facility and Equipment, including as a result of negligence on the part of fellow participants, Owners, guests, and/or the Association, or any of its directors, officers, residents, members, employees, agents, or contractors, thereby waiving all rights to make a claim for any future damages and/or losses in any way associated with the Facility and Equipment against the Association and its directors, officers, residents, members, agents, and/or employees. I assume 100% of the risk of damage or injury arising from or related to my voluntary use of the Facility and Equipment.

I on behalf of myself, personal representatives, heirs, executors, administrators, agents, successors, and assigns relieve, release, indemnify, hold harmless, and agree to defend the Association, its Board of Directors and officers, Owners, agents, and/or employees from and against any and all claims, actions, cause of actions, liabilities, or costs (including, without limitation, attorneys' fees) of any nature, kind, or description, including, without limitation, for damage or injury to any property, including, but not limited to, my personal property, or person (including death), arising out of, related to, or a consequence of my access and/or use of the Facility and Equipment.

Upon execution of this Liability Waiver and Release Agreement I will be given an access code. I acknowledge and agree that I am only allowed to share this access code with residents of my Living Unit and my guests and if I share the access code with anyone else my privileges to use the Facility and Equipment may be revoked.

I acknowledge and agree that I have carefully read this Liability Waiver and Release Agreement and the rules and regulations that apply to the Facility and Equipment, fully understand the contents thereof, understand that this is a release of liability and sign this Agreement as my own free act, with the intention of waiving any right that I may have to bring legal action or to assert any claim against the Association in connection with my access, use and/or participation in the Facility and Equipment, to be legally bound and to bind any person who could claim through myself, on and after the date set forth below.

READ CAREFULLY BEFORE SIGNING!

Owner's Name _____
(Please Print)

Owner's Signature _____

Date: _____

Harbour Unit Number: _____
(Please Print)

THE HARBOUR HOMEOWNERS ASSOCIATION, INC.
LIABILITY WAIVER AND RELEASE
(RESIDENT/TENANT)

I, _____, (Resident) understand and acknowledge that I have voluntarily elected to access and/or use the recreational facility and exercise equipment (the "Facility and Equipment") located on the property of The Harbour Homeowners Association, Inc. (the "Association") and that, I am responsible for all actions, whether negligent or intentional, of myself and my family members, residents, and guests (invited or not invited) to access and/or use the Facility and Equipment as subject to the rules and regulations adopted by the Board. I acknowledge receipt of the rules and regulations that apply to the Facility and Equipment.

I acknowledge that from time to time, an accident or incident could occur that could result in property damage or injury, including death, to myself. I further acknowledge that I accept all said risks and hazards of the Facility and Equipment, and that any damage, injury, or other claim resulting from the usage of the Facility and Equipment, including as a result of negligence on the part of fellow participants, Owners, guests, and/or the Association, or any of its directors, officers, residents, members, employees, agents, or contractors, thereby waiving all rights to make a claim for any future damages and/or losses in any way associated with the Facility and Equipment against the Association and its directors, officers, residents, members, agents, and/or employees. I assume 100% of the risk of damage or injury arising from or related to my voluntary use of the Facility and Equipment.

I on behalf of myself, personal representatives, heirs, executors, administrators, agents, successors, and assigns relieve, release, indemnify, hold harmless, and agree to defend the Association, its Board of Directors and officers, Owners, agents, and/or employees from and against any and all claims, actions, cause of actions, liabilities, or costs (including, without limitation, attorneys' fees) of any nature, kind, or description, including, without limitation, for damage or injury to any property, including, but not limited to, my personal property, or person (including death), arising out of, related to, or a consequence of my access and/or use of the Facility and Equipment.

Upon execution of this Liability Waiver and Release Agreement I will be given an access code by the Owner of the Living Unit I reside. I acknowledge and agree that I am prohibited to share this access code with anyone and if I share the access code with anyone else my privileges to use the Facility and Equipment may be revoked.

I acknowledge and agree that I have carefully read this Liability Waiver and Release Agreement and the rules and regulations that apply to the Facility and Equipment, fully understand the contents thereof, understand that this is a release of liability and sign this Agreement as my own free act, with the intention of waiving any right that I may have to bring legal action or to assert any claim against the Association in connection with my access, use and/or participation in the Facility and equipment, to be legally bound and to bind any person who could claim through myself, on and after the date set forth below.

READ CAREFULLY BEFORE SIGNING!

Tenant's Name _____
(Please Print)

Tenant's Signature _____

Date: _____

Harbour Unit Number: _____
(Please Print)