

**WAIVER, ASSUMPTION OF RISK, GENERAL RELEASE OF LIABILITY,
INDEMNITY AND HOLD HARMLESS AGREEMENT, AND COVENANT NOT TO SUE**

NOTE: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Name: _____

Address: _____

Phone Number or Email Address: _____

I, _____ [*Print Full Legal Name*], individually, and for and on behalf of my spouse, children, respective legal guardian(s), heir(s), personal representative(s), successor(s) and assign(s), and anyone else who might claim or sue on behalf of any of the foregoing (collectively, the "**Releasing Party**"), in consideration as stated hereunder and other good and valuable consideration for the use of the following, both on and off the Del Tierra property, as referenced in the Declaration of Covenants, Conditions, and Restrictions of Del Tierra as "Community" or "Del Tierra" (hereinafter, "**Property**"), including, but not limited to, operating a golf cart, occupying a golf cart, and any other use arising out of or in connection with a golf cart (hereinafter, "**Activities**"), agree as follows:

1. **Assumption of Inherent Risks.** Releasing Party fully understands that Releasing Party may be engaging in Activities on the Property that involve risk of serious injury, including personal injury, permanent disability and death, and severe and social-economic losses which might result not only from my actions and activities but the actions and activities of other participants, and the inactions or negligence of myself or other participants. Releasing Party is fully aware of the risks and hazards connected with participation the Activities including, but not limited to, emotional injury, physical injury, and/or death of self and others. Releasing Party hereby elects to voluntarily participate in the Activities knowing that such Activities may be hazardous to Releasing Party and others, and/or any property of Releasing Party and others. Releasing Party hereby assumes the risk of known and unknown consequences of participation in any Activities on the Property and acknowledges that **DEL TIERRA HOMEOWNERS' ASSOCIATION, INC.**, and its affiliates, manager, management company, volunteers, committee members, agents, employees, and officers (collectively the "**Releasees**") are NOT in any way liable to the Releasing Party and/or to those accompanying me for any damages or injury to my or their person or property or death, occurring while on the Property. The Releasing Party acknowledges that Releasees are not providing any warranties on the condition of personal property utilized by Releasees for Activities or the Property being used for the Activities. Releasees shall not be liable for any injury or death as a result of Releasee's failure to warn the Releasing Party of known, unknown or inherent risks associated with the Activities. Releasees shall not be liable for any injury or death of Releasing Party or other participants in the Activities acting in a negligent or intentional manner and contribute to the injury or death of Releasing Party. Releasing Party acknowledges that an instructor of the Activities, if any, is not an employee, independent contractor, agent, or servant of Releasees.

2. **General Release of Liability.** Releasees shall not be liable for any injury, death or property damage incurred by the Releasing Party. This release of liability is intended to include, without limitation, all claims for negligence, personal or bodily injury, emotional injury, illness, property damage, and death, within and/or outside of the Property caused by Releasees or otherwise. Releasing Party further releases Releasees from any liability whatsoever in connection with preparation, execution, and participation in the Activities. **RELEASING PARTY UNDERSTANDS THAT THIS WAIVER OF LIABILITY INCLUDES ANY CLAIM(S) BASED ON NEGLIGENCE, ACTION, OR INACTION OF RELEASEES.** Releasing Party hereby forever releases, waives, discharges, and covenants not to sue Releasees from any and all liability, for any and all claims, demands, losses, or damages on account of injury, including death or damage to property, regardless of fault or negligence of the Releasees resulting directly or indirectly from, arising out of, or in any way connected within and/or outside of the Property, for Activities or participating in the Activities by the Releasing Party or by any of the other person(s) participating in the Activities.

3. **Indemnification Agreement.** Releasing Party hereby agrees to defend, hold harmless and indemnify Releasees from and against: (a) any and all claims made by Releasing Party, individually, or any other party for injury or loss arising from, due to or in

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connection with my activities while on or in the Property; and (b) against any and all claims of other persons, participants, rescuers, and others arising from or in any way connected, directly or indirectly, with my conduct in the course of my participation in the Activities within and/or outside of the Property. For the purposes hereof, "claims" includes any and all claims, demands, damages, actions, causes of action, suits in equity of whatever kind or nature, personal health or life insurance claims and deductibles, claims, losses, expenses and damages, including attorney's fees, court costs, suit monies, and related expenses. The Releasing Party agrees to defend any and all actions, suits, or proceedings which may be brought against the Releasees, or in which any Releasees may be impleaded or joined with others and the Releasing Party shall satisfy, pay, and discharge any and all judgments, orders, and decrees that may be recovered against the Releasees in any such actions, suits, or proceedings arising from or in any way connected, directly or indirectly, with my conduct in the course of my participation in the Activities while within and/or outside of the Property.

4. **Consideration.** Releasing Party acknowledges the sufficiency and deliverance of consideration to Releasees, which consideration, includes, but is not limited to, my forbearing my legal right to pursue a claim or controversy against Releasees and participation in the Activities. Releasing Party further acknowledges the sufficiency and receipt of consideration from Releasees, including but not limited to, the privilege to utilize the Property during the Activities, and acknowledges that the right to participate in the Activities or otherwise utilize the Property which Releasing Party is receiving from Releasees, has a substantial value.

5. **Photographs.** The Releasees may take photographs and other images of me participating in the Activities. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images and I consent to the Releasees using or publishing those images for any purposes in connection with the marketing of Del Tierra Homeowners' Association, Inc., but not otherwise.

I HAVE READ THE ABOVE WAIVER, ASSUMPTION OF RISK, GENERAL RELEASE OF LIABILITY, INDEMNITY AND HOLD HARMLESS AGREEMENT, AND COVENANT NOT TO SUE, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS THAT I MIGHT OTHERWISE HAVE BY SIGNING IT AND DO HEREBY SIGN IT VOLUNTARILY AND UNDER MY OWN FREE WILL AND NOT UNDER DURESS.

Dated _____, 20____.

RELEASING PARTY NAMED ABOVE:

Witness Signature

Signature: _____

Witness Printed Name

Print: _____

(Seal)

Witness Signature

Witness Printed Name