

## WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION

I, the undersigned person, on my own behalf or upon behalf of the participant under the age of 18 listed below, in exchange for being permitted to make use of the swimming pool (including, but not limited to, swim lessons), tennis courts, and/or dog park (as further identified below) (collectively the swimming pool, tennis courts, and dog park are referred to herein as "Facilities") maintained by Eldorado Community Improvement Association, Inc. ("ECIA") hereby state and agree to the following:

1. I have received a copy of the rules of ECIA and agree to abide by them.
2. I fully understand and voluntarily accept that there are certain inherent risks and dangers associated with using the Facilities. I realize that use of the Facilities may expose me to hazards or risks that may include, but are not limited to, broken or sprained limbs, overexertion, heat exhaustion, along with other, more serious injuries, including hospitalization and death. I understand and appreciate the nature of such hazards and risks and I assume full responsibility for any personal harm or injury to myself and/or any damage to my personal property that may occur as a result of my use of the Facilities.
3. I fully release, discharge and agree to hold harmless ECIA and Community Asset Management, LLC ("HOAMCO"), and their respective officers, directors, members, employees, volunteers, contractors, and agents, (the "Released Parties") from any and all liability to me or my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may result from or occur from my use of the Facilities, whether caused by the negligence of the Released Parties, or otherwise. I further agree that, if any litigation or claim results arising out of, pertaining to, or in relation to my use of the Facilities, and any Released Party is named as a party or joined as a party to such litigation or claim, I agree to hold them harmless, defend and indemnify them in regard to any judgment entered against them and in regard to their litigation expenses, including, but not limited to, reasonable attorneys' fees, costs, and out-of-pocket expenses.
4. I agree to pay for all damage to any facilities or other property caused by me in the course of my use of the Facilities.

### USE OF SWIMMING POOL

5. I fully release, discharge and agree to hold harmless the Released Parties from any and all liability to me or my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may result from or occur from my use of ECIA's swimming pool, including swim lessons provided at the swimming pool, whether caused by the negligence the Released Parties, or otherwise.

Initials \_\_\_\_\_

### USE OF TENNIS COURTS

6. I fully release, discharge and agree to hold harmless the Released Parties from any and all liability to me or my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may result from or occur from my use of ECIA's tennis courts, whether caused by the negligence the Released Parties, or otherwise.

Initials \_\_\_\_\_



## USE OF DOG PARK

7. I fully release, discharge and agree to hold harmless the Released Parties from any and all liability to me or my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may result from or occur from my use of ECIA's dog park, whether caused by the negligence the Released Parties, or otherwise.

Initials \_\_\_\_\_

8. I acknowledge and agree that the use of the dog park may expose me and my dog(s) to injury from other dogs. I discharge and agree to hold harmless the Released Parties from any and all liability to me or my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to me, including death, that may be caused by other dogs. I further agree to indemnify and hold harmless the Released Parties for any claims made against the Release Parties arising from my use of the dog park, including any injuries caused by my dog(s).

Initials \_\_\_\_\_

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PROPERTY THAT OCCURS AS A RESULT OF MY USE OF THE FACILITIES AND IT OBLIGATES ME TO INDEMNIFY AND HOLD HARMLESS THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY ARISING OUT OF, PERTAINING TO, OR IN RELATION TO MY USE OF THE FACILITIES. BY SIGNING THIS DOCUMENT, I SHALL BE VOLUNTARILY SURRENDERING CERTAIN OF MY LEGAL RIGHTS.**

**DATED:** \_\_\_\_\_, 2022

**If Participant is under the age of 18, the release must be signed by the parent or legal guardian of the Participant. The person signing below on behalf of the Participant under the age of 18 hereby certifies that the such person is the parent or legal guardian of the Participant.**

**SIGNATURE:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**ON BEHALF OF:** \_\_\_\_\_

(If participant is under 18)