

BRIGHTLEAF AT THE PARK

Waiver – Facilities Use

The undersigned on behalf of himself/herself and his/her heirs, assigns, personal representatives, children and next of kin, agrees to hold harmless and covenants not to sue and hereby waives and releases any and all claims and liabilities against Brightleaf Community Association, Inc., its officers, directors, employees, managers, members, management companies, property managers, agents, representatives, and sub and/or affiliated homeowner associations, with respect to any and all injuries, disability, or loss or damage to person or property arising out of or related to the undersigned's use of the Common Areas, including the Clubhouse and Facilities, for participation in any activities or programs conducted or managed by the Association and/or third party vendors and/or related to the undersigned's use of the facilities, amenities, equipment or machinery located upon said Common Areas, except with respect to any willful or intentional conduct of those released. The undersigned further agrees to comply with the stated and customary terms, rules, and conditions for participation in any activity at his or her own risk. The undersigned is aware that there is a risk of injury, and while particular rules, equipment, and personal discipline may reduce the risk, the risk does exist. The undersigned knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of other residents or participants. This waiver shall remain in effect for so long as the undersigned uses the facilities and Clubhouse on Common Area.

Resident Name _____ DOB _____

Address: _____

Resident Name (Print) _____

Resident Signature & Date _____

Witness Signature & Date _____