



**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
For Park Use**

1. In consideration for receiving permission to participate in the use of the Mountain Crest Community Association Park, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Mountain Crest Community Association, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities in the park area, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Mountain Crest Community Association HOA does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasees may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. In addition I agree to add MCCA HOA on as an additionally insured to the vendor insurance policy and to obtain an insurance rider. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signature _____

Print _____

Dated: _____