

WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNITY

THIS WAIVER, dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ is entered into between the Summit at Rock Creek Homeowners Association Inc. ("Association") and \_\_\_\_\_, "Participant."

Definitions:

A. "Participant" is the person whose signature appears at the end of this document and who desires to participate in an Activity or Activities, sponsored by, affiliated with or at the Summit at Rock Creek Homeowners Association Inc. .

B. "Activities" include all activities involved with the Association, including, but not limited to, Exercise and Machine Room at Clubhouse, Swimming Pool, Spa and all other Clubhouse facilities and use.

Recitals:

In consideration for the approval of Participant's involvement in the Activities, the undersigned, jointly and severally, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities and representations:

A. Representations.

Participant represents and warrants that he/she is fully aware of the Activities and that Participant is fully able to understand and evaluate the risks of the Activities and that Participant is physically able to engage in such Activities.

B. Waiver, Release, Discharge, Covenant Not to Sue and Indemnity.

The undersigned hereby waives all claims of liability that Participant or Participant's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Participant's family, may have against the Association, and Participant hereby agrees to indemnify and hold harmless the Association, its agents, employees, legal representatives and their successors and assigns from and against any and all claims, liabilities, losses, demands, and court costs (including reasonable attorneys' fees) arising from any property damage or any personal injury to, or death to, any persons, including but not limited to the participant and/or the participant's spouse, child or children, as a result of Participant, or Participant's successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Participant's family, participating in any manner whatsoever, in the Activities. Participant shall promptly pay to the Association, its successors and/or assigns, the full amount of any such costs, loss or damage which the Association, its successors and/or assigns may sustain or incur, or for which the Association, its successors or assigns may become liable.

