

KENNILWOOD OWNERS' ASSOCIATION

POOL CHAIR LIFT COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned, agree and understand that use of the external chair lift may result in injury to myself or anyone else during my use at the Kennilwood Owners' Association Inc. (hereafter referred to as KOA) pool. I hereby assume all risks in connection with my participation in such activities and HEREBY RELEASE all persons or entities connected with Kennilwood Owners' Association, Inc. from ALL LIABILITY for any injuries, death, or damages and from any claim by me, my family, estates, heirs and assigns arising in any way from my participation, including any claim based upon the negligence of Kennilwood Owners' Association Inc., or any other employees, agents or representatives of KOA, and contractually promise not to sue KOA for any injuries or death. In addition, the undersigned AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Kennilwood Owners' Association, its representatives, agents, affiliates, officers, directors, and servants and employees of and from any claim, action, harm, injury, damage or loss to persons and/or property which may be made by the undersigned or on his/her behalf of that the undersigned may cause or contribute cause to any third parties.

The undersigned further authorizes anyone working at KOA to call for such medical care for myself or to transport me to a clinic or a hospital if, in the opinion of anyone working at KOA medical attention or transportation is needed by me. The undersigned agrees to pay ALL COSTS associated with such medical care and related transportation for the undersigned and to indemnify and hold KOA, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any costs incurred therein, or claims arising there from. In exchange for, and in consideration of, KOA making this handicap chair lift available to me for use at the pool, I contractually agree that any and all disputes between myself and KOA arising from my use of this chair lift or any action associated with it, and including any claims for personal injury and/or death, will be governed by the terms of this agreement.

I have carefully read the foregoing COMPLETE RELEASE OF LIABILITY and INDEMNITY AGREEMENT, that it includes any and all claims by me or anyone on my behalf for any reason, INCLUDING NEGLIGENCE, and that I am contractually agreeing to these terms FREELY, FULLY AND WITHOUT RESERVATION in exchange for the right to use the chair lift.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT. I must return this signed form to KOA before using the chairlift.

NAME: _____

ADDRESS: _____ PHONE: _____

SIGNATURE: _____ DATE: _____

PARENT / GUARDIANS OF MINORS: In consideration of KOA allowing the Minor to use the chair lift, I agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND KOA from any damage, costs, or expenses, including actual attorneys fees and costs, without limitation, which KOA sustain as a result of the Minor's use of the chair lift and I agree to all stipulations above. (Parent / Guardian's initials_____).

The use of any lift has inherent risks that cannot be eliminated through instruction or the presence of other people near the chair lift. I understand, acknowledge, and assume the risks of injury or death inherent in the use of the KOA chair lift on behalf of myself and my child. I have explained those risks to my child in an age appropriate manner, and he / she has acknowledged that he / she understands and assumes those risks. (Parent / Guardian's initials _____).