

Woodland Trails Community Pool

Use Agreement and Waiver

As a condition of utilizing the Woodland Trails Community Pool, I/we, the undersigned unit owner(s) or resident(s) each hereby agree that I/we do so at my/our own risk and expense, and that I/we hereby expressly release, waive and hold harmless, WOODLAND TRAILS CONDOMINIUMS ASSOCIATION, INC. and its respective agents, officers, management company and/or directors of each of the foregoing (collectively referred to hereinafter as the "Released Parties") from and against any and all liability or claims resulting from injuries (including death) to me/us sustained while in or utilizing the Woodland Trails Community Pool, regardless of the injury's cause. Except to the extent covered by insurance, I/we further expressly agree, on behalf of my/our heirs, successors, and assigns, to fully indemnify and reimburse the Released Parties for any and all costs and expenses incurred by any of the Released Parties as a result of any injury sustained or caused arising out of my/our use of the Woodland Trails Community Pool, including any legal costs, attorney's fees and other such costs incurred by the Released Parties to defend such action.

I/we hereby represent that I/we carry my/our own health insurance or that I/we am/are a member(s) of a Health Maintenance Organization (HMO) and that I/we agree that I/we will make any and all claims which may arise as a result of my/our use of the Woodland Trails Community Pool in the case of, or in the event of injury to me/us against said insurance or HMO. My/our insurance policy and/or HMO coverage in effect at the time of the incident will be considered my primary insurance or primary coverage.

Furthermore, I/we agree to utilize all equipment in a safe and proper manner and abide by all Woodland Trails Rules and Regulations, including any future modifications, rules and regulations posted in the facility, or as otherwise promulgated from time to time. Additionally, I/we understand that I/we are fully responsible for any damage to the facility or its contents as a result of my/our behavior.

Homeowner Signature(s)

Print Name _____

Woodland Trails Unit Number _____ Date _____