

Wexford Townhome Owners Association, Inc.

WAIVER OF LIABILITY PERMISSION FORM

This Agreement waives the liability of Wexford Townhome Owners Association, Inc., hereinafter referred to as WEXFORD TOA for any use of the services, facilities, swimming pool and/or programs of WEXFORD TOA. **A non-parent cannot legally sign this waiver for other people's child/children. It must be signed by a parent/legal guardian.**

PLEASE READ CAREFULLY AND SIGN BELOW

1. I, the applicant signing below wish either for myself or my child/children (if applicable) (printed names of all parents and children, as well as all residents over the age of 18)

_____ to
utilize the services, facilities, swimming pool, and/or programs offered by WEXFORD TOA.

2. I hereby agree that the use of the services, facilities, swimming pool, and/or programs is at my child/children's (if applicable) and my own risk. As a condition of me and my child/children's (if applicable) use of such services, facilities, swimming pool and/or programs, I on behalf of myself, my heirs and assigns and my child/children (if applicable) expressly agree to forever discharge, waive and release WEXFORD TOA, its owners, management, staff, servants, agents, employees and/or independent contractors and their heirs, successors and assigns from any and all claims, demands, injuries, damages, actions, or courses of action, and from all acts of active or passive negligence on the part of WEXFORD TOA, its owners, management, staff, servants, agents, employees and/or independent contractors that I or my child/children (if applicable) may have or acquire against WEXFORD TOA, its owners, management, staff, servants, agents, employees and/or independent contractors on account of bodily injury, mental injury and/or property damage from, any mishap, accident, loss, damage or injury suffered by my child/children (if applicable) or myself or others resulting from, connected with or caused by the use of WEXFORD TOA's services, programs, swimming pool and/or facilities whether located on or off the WEXFORD TOA premises, including, but not limited to any injury resulting from mechanical defects or failure of any equipment or devices used in such services, programs, swimming pool or facilities. I further agree to defend, indemnify and hold harmless WEXFORD TOA, its owners, management, staff, servants, agents, employees and/or independent contractors, their heirs, successors and assigns from any and all claims, losses or liability arising from, connected with or caused by me or my child/children's (if applicable) use of WEXFORD TOA's services, programs, swimming pool and facilities, whether located on or off the WEXFORD TOA premises.

3. I declare and affirm that I and my child/children (if applicable) am (or are) in good medical and physical condition and that the use of the WEXFORD TOA services, facilities, swimming pool and/or programs does not pose any danger to me or my child/children's (if applicable) health.

4. I agree that I and my child/children (if applicable) will abide by all the rules and regulations of the WEXFORD TOA Facilities, which may be posted at the facility, or issued orally and/or published in any WEXFORD TOA newsletter. These rules may be amended at the WEXFORD TOA's discretion. I agree that I and my child/children (if applicable) will not engage in behavior injurious to the enjoyment of the facilities by other residents or Guests. I understand and agree that my and my child/children's (if applicable) use of any WEXFORD TOA facility may be immediately terminated if my (or their) behavior is not in accordance with the above.

Wexford Townhome Owners Association, Inc.

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I have read and understand the foregoing and acknowledge my consent to the terms of this Waiver and Release for myself and my child/children (if applicable) by signing the Agreement.

Resident/Parent (Both must sign unless single guardianship) Date

Resident/Parent (Both must sign unless single guardianship) Date

Child/children's Printed Name(s)

Parent or Guardian Signature Date

Day Time Telephone #: _____ Evening Telephone #: _____

Emergency Contact Person _____ Telephone # _____

Other Resident over age 18 Date

Other Resident over age 18 Date

Other Resident over age 18 Date

Other Resident over age 18 Date

Other Resident over age 18 Date

Other Resident over age 18 Date

Other Resident over age 18 Date