

**PRESCOTT LAKES COMMUNITY ASSOCIATION**  
**RELEASE AND HOLD HARMLESS AGREEMENT**

I, the undersigned, on behalf of myself and/or minor children, voluntarily agree to the terms herein in exchange for Prescott Lakes Community Association (the "Association") permitting me and/or my minor children to \_\_\_\_\_

\_\_\_\_\_ (the "Activity").

I realize the nature of the Activity may expose me and/or my minor children to hazards or risks that may include broken or sprained limbs; overexertion; heat exhaustion; exposure to household or commercial chemicals, native and domestic animals, native and non-native plants, viruses, bacteria, fungi, and molds; along with other, more serious injuries, including hospitalization and death. I understand and appreciate the nature of such hazards and risks. I hereby accept all such risk to the health and property of myself and/or minor children.

I agree to release and hold harmless the Association, its directors, officers, agents, members, employees, and independent contractors, and each of their spouses and marital communities (the "Association Parties") from any and all liability to me and/or my minor children, my/our personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to our property and for any and all illness or injury to my person, including death, that may result from or occur in connection with the Activity, whether caused by negligence of the Association or otherwise.

I further agree that if any litigation or claim results arising out of, pertaining to, or in relation to the Activity and any Association Party is named as a party or joined as a party to such litigation or claim, I agree to hold the Association Parties harmless, defend and indemnify the Association Parties in regard to any judgment entered against the Association Parties and in regard to the Association Parties' litigation expenses, including, but not limited to, reasonable attorneys' fees, costs and out-of-pocket expenses.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH TO ME OR DAMAGE TO MY PROPERTY THAT OCCURS AS A RESULT OF THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION PARTIES FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO ANY PROPERTY ARISING OUT OF, PERTAINING TO, OR IN RELATION TO THE ACTIVITY.**

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_

Name(s) of Minor Child(ren): \_\_\_\_\_

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_