

## INDEMNITY AND RELEASE AGREEMENT

**WHEREAS**, the undersigned, referred to herein as "User", wishes to use certain Yosemite Lakes Homeowners' Association's facilities and/or property for activities related to \_\_\_\_\_; **however, User understands that this agreement broadly applies (as discussed below) to any and all property damages or injuries that arise from any use of any of the Yosemite Lakes Homeowners' Association's facilities and/or property;**

**WHEREAS**, User wishes to use the Yosemite Lakes Homeowners' Association's facilities and/or property, including (but not limited to) its recreational facilities;

**WHEREAS**, the Yosemite Lakes Homeowners' Association and User acknowledge that such use of recreational facilities and engaging in recreational activities or otherwise engaging in activities associated with such recreational endeavors may result in accidents, injuries to the User, injuries to third parties, and/or property damage;

**WHEREAS**, the Yosemite Lakes Homeowners' Association does not monitor, control, supervise, or otherwise participate in (in any manner whatsoever) such recreational activities, and will not be responsible for the User's safety or the safety of the User's property in any respect;

**WHEREAS**, the Yosemite Lakes Homeowners' Association would not allow User to use its property or otherwise engage in such recreational activities if it would result in potential liability or any responsibility whatsoever from the Yosemite Lakes Homeowners' Association to the User or any third party in any way as a result of the User's activities;

**WHEREAS**, the User recognizes that there are dangers and risks of property damage and/or injury to himself/herself and to third parties as a result of engaging in recreational activities, but wishes to engage in such activities and assume such risks;

### **IT IS HEREBY UNDERSTOOD AND AGREED THAT:**

1. User agrees to assume all known and unknown risks of engaging in any and all activities, recreational or otherwise, on Yosemite Lakes Homeowners' Association's property, or any other activity or risk, known or unknown, which may arise while being on Yosemite Lakes Homeowners' Association property and releases Yosemite Lakes Homeowners' Association and its agents, employers, and/or members, from any and all known and unknown, suspected or unsuspected, liabilities, claims, rights of action, and for causes of actions, which the User or the User's agents, employees, family members, students, club members, may assert against Yosemite Lakes Homeowners' Association;

2. User also agrees to release and forever discharge and to save, indemnify, defend and hold harmless the Yosemite Lakes Homeowners' Association and its agents, employees, and members (including paying its attorneys' fees of counsel of its reasonable choice, and any/all of its litigation expenses and costs) from and against any and all,

known and unknown, suspected and unsuspected liabilities, claims, rights of action, causes of action, judgments and/or demands arising out of and/or relating to any property damage or personal injuries, including but not limited to physical, mental, emotional and/or psychological injuries and/or illnesses, disorders and trauma of any type whatsoever, including but not limited to death and all property damages incurred by the User or any third party arising out of User's (including but not limited to the User's agents, employees, family members, students, children, club members) use of or acts or omissions while on Yosemite Lakes Homeowners' Association property, using Yosemite Lakes Homeowners' Association property or facilities, or which causes harm to or on Yosemite Lakes Homeowners' Association property to any person or property thereon;

3. User expressly waives any and all rights and/or claims under Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing this release, which if known by him or her must have materially affected his or her settlement with the debtor."

**READ CAREFULLY BEFORE SIGNING:**

User (or if the User is a minor, the signature of the consenting parent or guardian)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

If the signature above is by a consenting parent or guardian,  
the name of the minor is: \_\_\_\_\_

[Print Name]

Yosemite Lakes Homeowners' Association

By: \_\_\_\_\_

Name: \_\_\_\_\_

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