

BELTERRA COMMUNITY ASSOCIATION, INC.
PARTICIPANT WAIVER

This Participant Waiver (this “**Waiver**”) is made by the undersigned participant (“**Participant**”), the undersigned Guardian (as applicable), and Belterra Community Association, Inc. (the “**Association**”).

In consideration of the right to use and enjoy the common area amenities of Belterra, including without limitation the recreation center/clubhouse, fitness center, pool, green space, fields, play structures, Common Area and other fixtures, amenities, and facilities at Belterra (collectively, the “**Association Facilities**”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by Participant, Participant agrees to the following terms and conditions:

1. Participant acknowledges the inherent risks involved in the use of the Association Facilities, including but not limited to bodily injury, sickness, disease, and death. Participant also acknowledges that use of the Association Facilities is potentially dangerous and that the type of injury or damage described above can occur when using the Association Facilities. Participant shall comply (and shall cause any guests, invitees, or licensees of Participant to comply) with the Association’s rules, regulations, guidelines, policies, and restrictions governing Participant’s (and Participant’s guests’, invitees’, and licensees’) use of the Association Facilities.
2. PARTICIPANT HEREBY ASSUMES ALL RESPONSIBILITY FOR AND ALL RISK OF DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, DAMAGE TO OR LOSS OF REAL OR PERSONAL PROPERTY, AND MONEY DAMAGES (COLLECTIVELY, “**DAMAGE**”), SUSTAINED BY PARTICIPANT OR ANY OTHER PARTY ARISING OUT OF OR RELATING TO PARTICIPANT’S (OR PARTICIPANT’S GUESTS’, INVITEES’, OR LICENSEES’) PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. THIS ASSUMPTION OF RESPONSIBILITY AND RISK INCLUDES (WITHOUT LIMITATION) SUCH DAMAGE CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR ATTORNEYS, (COLLECTIVELY, THE “**RELEASED PARTIES**”) WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.
3. PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT’S (AND PARTICIPANT’S GUESTS’, INVITEES’, AND LICENSEES’) RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO PARTICIPANT’S (OR PARTICIPANT’S GUESTS’, INVITEES’, OR LICENSEES’) PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, PARTICIPANT ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER PARTICIPANT OR PARTICIPANT’S GUESTS, INVITEES, OR LICENSEES ARE IN AN APPROPRIATE PHYSICAL CONDITION, OR HAVE THE APPROPRIATE ABILITY, TO USE THE ASSOCIATION FACILITIES. PARTICIPANT REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT PARTICIPANT AND ANY OF PARTICIPANT’S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE ASSOCIATION FACILITIES AND ENGAGE IN PHYSICAL ACTIVITIES IN THE ASSOCIATION FACILITIES.
4. ON BEHALF OF PARTICIPANT AND PARTICIPANT’S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, PARTICIPANT HEREBY WAIVES AND RELEASES, AND SHALL HOLD HARMLESS, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGE, INJURIES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, LIABILITIES, DEBTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS’ FEES) OF ANY KIND (COLLECTIVELY, “**CLAIMS**”) ARISING OUT OF OR RELATING TO PARTICIPANT’S PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. SUCH WAIVER, RELEASE, AND COVENANT TO HOLD HARMLESS INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

5. PARTICIPANT SHALL INDEMNIFY, PROTECT, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FOR AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION ANY GUESTS, INVITEES, OR LICENSEES OF PARTICIPANT) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO PARTICIPANT'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

Participant acknowledges that Participant has read and understands this Participant Waiver, as well as the rules, regulations, guidelines, policies, and restrictions promulgated by the Association governing Participant's use of the Association Facilities. Participant knowingly and voluntarily agrees to the terms and conditions stated above.

PARTICIPANT:

Signature: _____

Print Name: _____

Address: _____

Date: _____

IF THE PARTICIPANT IS 17 YEARS OF AGE OR YOUNGER, PRINT THE PARTICIPANT'S NAME ABOVE, AND A GUARDIAN MUST SIGN BELOW:

The undersigned guardian ("**Guardian**") is a parent or legal guardian of the Participant. AS A CONDITION OF THE PARTICIPANT'S USE OF THE ASSOCIATION FACILITIES, GUARDIAN SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES FROM, FOR, AND AGAINST ALL CLAIMS BROUGHT BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION THE PARTICIPANT AND ANY GUESTS, INVITEES, OR LICENSEES OF GUARDIAN) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO PARTICIPANT'S OR ANY OF GUARDIAN'S GUESTS', INVITEES', OR LICENSEES' PRESENCE IN OR USE OF THE ASSOCIATION FACILITIES. THIS COVENANT TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INCLUDES (WITHOUT LIMITATION) CLAIMS CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, WHETHER OR NOT CAUSED, OR ALLEGED TO BE CAUSED, BY THE SOLE, JOINT, CONTRIBUTORY, OR COMPARATIVE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.

GUARDIAN:

Signature: _____

Print Name: _____

Address: _____

Date: _____