

## WAIVER, RELEASE, AND INDEMNITY AGREEMENT

This Waiver, Release and Indemnity Agreement (the "Agreement") is entered into by and between Sudden Valley Community Association (the "Association") and Patron, on behalf of himself or herself and any individuals under the age of eighteen (18) listed below (collectively, "Patron") on the date signed below. The Association and Patron may be collectively referred to as the Parties or individually as a Party.

**WHEREAS**, the Association owns and makes available to certain individuals a community center, including a gym room and pool areas, located at 8 Barn View Court, Bellingham, WA 98229 (the "Facility");

**WHEREAS**, Patron desires to enter the Facility to use the gym, including the exercise equipment (the "Equipment"), and the quiet pool and main pool (the "Pools"), for recreational purposes;

**WHEREAS**, Patron enters the Facility, and uses the Equipment and Pools, at his or her own risk, and the presence of such lifeguards, if any, does not guarantee Patron's safety.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Health and Safety.** Patron shall take appropriate health and safety measures to protect against potential public health emergencies, including COVID-19, including complying with the laws, regulations, proclamations, and other directions from the Centers for Disease Control and Prevention (CDC), Washington State Public Health Department, Washington State Department of Labor and Industries, Washington State Governor, and the local government and public health department.
- 2. Site Condition and Assumption of Risk.** PATRON ASSUMES ALL RISK OF INJURIES AND DEATH ASSOCIATED WITH ENTERING THE FACILITY, AND USING THE EQUIPMENT AND POOLS. Patron understands and acknowledges that (i) using the Equipment and Pools may expose him or her to many inherent risks, including accidents, injury, illness, or even death; (ii) by using the Equipment and Pools, he or she does so entirely at his or her own risk; (iii) he or she is physically fit and mentally capable of using the Equipment and Pools; (iv) the Facility, Equipment, and Pools may not have been assessed and/or inspected prior to use and, therefore, may be unsafe and/or unsuitable for use; and (v) access to the Facility and use of the Equipment and the Pools is solely for Patron's benefit.
- 3. Release.** PATRON, FOR HIMSELF/HERSELF AND ANY MARITAL COMMUNITIES, HEIRS, EXECUTORS, ASSIGNS AND EMPLOYERS RELEASES AND DISCHARGES THE ASSOCIATION, AND ITS EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, CONTRACTORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, LOSSES, OBLIGATIONS, LIABILITIES, COSTS, EXPENSES, RIGHTS OF ACTION AND CAUSES OF ACTION, OF ANY KIND OR CHARACTER WHATSOEVER, WHICH NOW HAVE OR WHICH MAY AT ANY TIME HEREAFTER ACCRUE, ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY INVOLVED IN OR RELATED TO ACCESS TO THE FACILITY AND/OR USE OF THE EQUIPMENT AND POOLS.

4. **Indemnification.** Patron shall defend, indemnify, and hold harmless the Association and its employees, representatives, agents, attorneys, contractors, successors, and assigns from and against claims, damages, losses, and expenses, including, but not limited to attorneys' and experts' fees, arising out of or resulting from Patron's access to or presence in the Facility as well as Patron's use of the Equipment or Pools.

5. **Severability.** If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

**THIS AGREEMENT CONTAINS A WAIVER, RELEASE, AND INDEMNITY AGREEMENT**

**Patron's Signature:** \_\_\_\_\_

**Patron's Printed Name:** \_\_\_\_\_

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

**For Patrons Under the Age of Eighteen (18)**

*By listing additional patrons under the age of eighteen (18) below, Patron represents and warrants that he or she has the right and authority to execute this Agreement on behalf of those patrons for whom he or she signed above. Patron represents and warrants that no consent of any person or entity who is not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding on the additional parties, and their successors and assigns.*

**Child Name:** \_\_\_\_\_

**Child Name:** \_\_\_\_\_

**Child Name:** \_\_\_\_\_

**Child Name:** \_\_\_\_\_

**Child Name:** \_\_\_\_\_

**Child Name:** \_\_\_\_\_