

Participant's name: _____ [Print]

The Orchards Homeowners Association, Inc.
Facilities Use Request – Clubhouse and Associated
Outdoor Common Area(s)

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in any way in:
Recreational opportunities including the use of the Clubhouse, Recreational facilities and any associated Common Areas of The Orchards Homeowners Association, Inc. (hereafter “The Orchards”) for the period established by this agreement, hereinafter called "The Activity", I, for myself, my heirs, personal representatives, agents, invitees or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Orchards, its officers, employees, volunteers and agents from liability **for any and all claims including the negligence of The Orchards its officers, employees, volunteers and agents**, resulting in personal injury, accidents or illnesses (including death), and any property loss or damages arising from, but not limited to, participation in The Activity.

Assumption of Risks: The undersigned Participant acknowledges that participation in The Activity may carry with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks may range from: 1) minor injuries; 2) major injuries; to 3) catastrophic injuries including paralysis and death. Similarly, participation in the Activity may carry with it certain inherent risks of damage to property. Any and all such risks of injury and damage associated with the Activity, whether to persons or property, are hereby assumed exclusively by the undersigned Participant.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Orchards HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse The Orchards for any and all such expenses incurred by the Orchards arising from The Activity.

Severability: I further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Except as may be otherwise set forth herein, this agreement constitutes the complete understanding of the parties.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Date(s) of The Activity: _____

Address of Participant: _____

Signature of Participant: _____ Date: _____
