

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to enter upon, use, and/or enjoy the recreational amenities at the Park Place at Centlivre Condominiums, which include but are not limited to the condominiums' gym and swimming pool (hereinafter collectively referred to as "Recreational Facilities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand that there are hazards inherent in physical exercise and the use of the Recreational Facilities. I also understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Indiana Department of Health ("DPH") and Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19.

2. Notwithstanding the risks associated with physical exercise, the use of the Recreational Facilities, and COVID-19, which I readily acknowledge, I hereby willingly choose to engage in the use of the Recreational Facilities in accordance with any posted or published rules and regulations relating to the use of the Recreational Facilities.

3. I acknowledge and fully assume the risk of injury, illness, or death related to the use of the Recreational Facilities by myself and, if applicable, my minor children. On behalf of myself and any minor children for whom I have the capacity to contract, I hereby waive, release, and forever discharge the Park Place at Centlivre Owners Association, Inc. and its officers, directors, property managers, managers, agents, and employees and their respective heirs, successors, and assigns (herein collectively, "Released Parties") from and against any and all claims, actions, causes of action, costs, and expenses, including, without limitation, reasonable attorney's fees, related to or arising out of the use of the Recreational Facilities by me or my minor children ("Released Claims"). Further, I agree not to sue the Released Parties for or in connection with any of the Released Claims.

4. Further, I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Released Claims.

By execution below, I acknowledge and represent (i) that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, (ii) that I understand it and sign it voluntarily, (iii) that no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made, (iv) that I am at least eighteen (18) years of age and fully competent, and (v) that I execute this Agreement for full, adequate, and complete consideration fully intended to be bound.

Date: _____

Signature

Street Address

Printed Name

City, State, Zip

NAMES OF MINOR CHILD(REN):

