

## Waiver of Liability and Indemnification

In consideration of and for access to and use of the Facilities **1** and premises (the "Use") of the Sunland Village East Association (an Arizona Not-for-Profit Corporation, d.b.a. "Sunland Village East Homeowners Association" or "Sunland Village East"; hereinafter the "Association"), its successors, assigns, and lawful representatives, shareholders, directors, officers, employees, agents, and representatives for the lawful purpose or purposes of \_\_\_\_\_ (the "Purpose"), **I, the undersigned Signatory**, for and on behalf of myself, my heirs, assigns, agents, and representatives and/or I, as principal and/or agent and representative of and for and on behalf of \_\_\_\_\_ (the "Organization"), their and/or its successors, assigns, agents, representatives, shareholders, directors, officers, and employees, freely and knowingly enter into this Agreement.

Therefore, effective the date herein written below by me (the "Effective Date"), I and the said Organization do hereby agree and covenant to the Association hereafter and forever as follows:

- To discharge the Association from every claim of any and every kind, nature, or character, or any combination thereof, which I and/or the said Organization may have or may hereafter acquire from and as the result of any and all damage to and/or loss of property of any and all type and description or any and all personal injury which may be suffered and/or sustained by me and/or the said Organization and, without limitation, any and all guests who attend and/or participate in the Use in connection with and/or may arise by or from the Use and, without limitation, travel to and from the Facilities and premises, including, without limitation, any and all negligence of the Association, and any and all such claims are hereby waived and released;
- To not bring, undertake, prosecute, and/or sustain any and all actions, at law and/or equity, against the Association from and because of such Use or under this Agreement;
- To assume any and all risk including, without limitation, damage to and/or loss of property of any and all type and description or personal injury from and/or because of the Use;
- To defend, protect, indemnify and save harmless the Association for, from, and against any and all liability relating in any way to the Facilities and premises or arising out of or from the Use, and/or relating to or arising from acts or omissions of me or the Organization;
- That I and the said Organization do hereby freely and knowingly sign and date, and thereby freely and knowingly enter into and will be bound by this **Waiver of Liability and Indemnification Agreement**; and
- That I, as agent for the said Organization, am duly authorized by the same to enter into this agreement for and on behalf of the Organization and to bind and so do bind the Organization to the same.

\_\_\_\_\_  
Signatory (Individual)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Print Name of Signatory

**For and On Behalf of:**

\_\_\_\_\_  
Name of Organization

By:

\_\_\_\_\_  
Signatory (Agent)

\_\_\_\_\_  
Date Signed

1 "Facilities" include, without limitation, buildings, rooms, and grounds (and any part or portion thereof); fixtures in and on the buildings, rooms and grounds; and any SVE personal property therein or thereon.