



OWNER ACKNOWLEDGES THAT IT IS OWNER'S (AND OWNER'S GUESTS', INVITEES', AND LICENSEES') RESPONSIBILITY TO CONSULT WITH A PHYSICIAN BEFORE ENGAGING IN PHYSICAL ACTIVITY. OWNER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION INTO OWNER'S (OR OWNER'S GUESTS', INVITEES', OR LICENSEES') PHYSICAL CONDITION OR ABILITY TO ENGAGE IN PHYSICAL ACTIVITY. FURTHERMORE, OWNER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE MADE NO INQUIRY OR INVESTIGATION AS TO WHETHER OWNER OR OWNER'S GUESTS, INVITEES, OR LICENSEES ARE IN AN APPROPRIATE PHYSICAL CONDITION, OR HAVE THE APPROPRIATE ABILITY, TO USE THE PARK TRACT AND IMPROVEMENTS. OWNER REPRESENTS AND WARRANTS TO THE RELEASED PARTIES THAT OWNER AND ANY OF OWNER'S GUESTS, INVITEES, AND LICENSEES ARE SUFFICIENTLY FIT AND PHYSICALLY ABLE TO USE THE PARK TRACT AND IMPROVEMENTS AND ENGAGE IN PHYSICAL ACTIVITIES IN THE PARK TRACT AND IMPROVEMENTS.

ON BEHALF OF OWNER AND OWNER'S SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, AND ASSIGNS, OWNER 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 OWNER'S PRESENCE IN OR USE OF THE PARK TRACT AND IMPROVEMENTS. 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.

OWNER 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 OWNER) IF SUCH CLAIMS ARISE OUT OF OR RELATE TO OWNER'S OR ANY OF SUCH THIRD PARTIES' PRESENCE IN OR USE OF THE PARK TRACT AND IMPROVEMENTS. 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.

**OWNER(S) AGREES TO THE TERMS HEREIN AND HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS THIS WAIVER, RELEASE AND INDEMNIFICATION AS HIS/HER FREE AND VOLUNTARY ACT.**

Date: \_\_\_\_\_  
Printed Name Signature

Card-Key No.(s) Issued: \_\_\_\_\_  
Address of Residence: \_\_\_\_\_  
Mailing Address (if different than Residence): \_\_\_\_\_

Please list the names of all family members (and the year of birth if the family member is 18 or under) who will be using the Park Tract and Improvements:

\*POOL CARD-KEY COST IS \$25.00 PER CARD-KEY. THIS COST INCLUDES ANY NEW OR REPLACEMENT CARDKEYS. YOU MAY PAY ONLINE ON THE RESIDENT PORTAL AT [www.townsq.io](http://www.townsq.io) or MAIL IN YOUR CHECK TO THE P.O. BOX ADDRESS LISTED AT THE TOP OF THIS FORM. PAYMENT MUST BE RECEIVED BEFORE THE POOL CARD-KEY WILL BE ISSUED.

**IF RESIDENCE WILL BE LEASED:** Please list all tenants to receive card-keys below. TENANT(S) SIGNING BELOW AGREES TO THE TERMS HEREIN AND HAS CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION, KNOWS AND UNDERSTANDS ITS CONTENT, AND SIGNS THIS WAIVER, RELEASE AND INDEMNIFICATION AS HIS/HER FREE AND VOLUNTARY ACT.

Date: \_\_\_\_\_  
Printed Name Signature

Card-Key No.(s) Issued to Tenants: \_\_\_\_\_