

WAIVER & RELEASE OF LIABILITY

This WAIVER AND RELEASE OF LIABILITY (the "Release") is entered into as of the date set forth below, by and between Woody Creek HOA (the "HOA"), and member(s) (the "Member(s)," and together with the HOA, the "Parties").

WHEREAS, the HOA manages a property located at 101 Woody Creek Road, Greer, SC 29650 (the "Property");

WHEREAS, the Property contains a pool (the "Pool") and certain facilities (the "Facilities") on the premises that are open for Member(s) use;

WHEREAS, as a condition to a Member(s) using the Pool and Facilities, the HOA requires the Member(s) to execute this Release affirming that the Member(s), and any family, associates, or other parties using the Property or Facilities, or any of the Property's improvements or amenities acknowledge the associated risks of use and enjoyment; and

NOW, THEREFORE, as evidenced by the Member(s) signature below, the Member(s) hereby acknowledges and agrees to the following:

1. Member(s) Acknowledgment of Property Pool, Condition, & Possible Associated Risks. The Member(s) hereby acknowledges the existence of and associated risks with the following circumstances of the Pool:

Member(s) acknowledges that a swimming pool/area is located on the Property, and Member's use of the swimming pool/area, as well as any other person, family member, visitor or guest of a Member, or that a Member invites or otherwise brings on to the Property while using the Property (collectively referred to as "Others"), is at Member's own risk, and all related risks shall be assumed by the Member(s). Member(s) understands that at no time will there be a lifeguard or other personnel on duty at the Property, nor is there a fence surrounding or enclosing the swimming pool/area, and as such, children utilizing the swimming pool or playing around or within the swimming pool area must be fully supervised at all times due to the risk of children falling into the swimming pool or being otherwise injured. Member(s) fully acknowledges and understands that Member's use of the swimming pool/area may involve certain risks, including, but not limited to:

- a. The risk of injury resulting from possible malfunction of pool equipment;
- b. The risk of injury resulting from tripping or falling over obstacles, objects and/or other items found surrounding and/or within the swimming pool area;
- c. The risk of injuries resulting from diving into the pool, the use of swimming devices to snorkel in the swimming pool, swimming alone or children swimming without adult supervision and injuries resulting from participation in any other action in and around the swimming pool area;
- d. The risk of injuries resulting from unsupervised divers and swimmers colliding;

- e. The risk of other injuries resulting from participating in any action in the pool; and
- f. The potential risk of drowning in the pool or death.

Member(s) further acknowledges that chemicals, or the lack thereof, can cause skin, eye or ear irritation, and as such, agrees to allow maintenance of the swimming pool and pool equipment as scheduled during Member's stay at the Property.

Member(s) understands and acknowledges that the above list of possible associated risks and assumed risks is not exhaustive. Member(s) further agrees, understands and acknowledges that executing this Release is a condition of using the Property and is in consideration for an in exchange for the HOA permitting the Member(s) and Others to utilize and enjoy the Pool, swimming pool area, swimming pool deck, and any Facilities on the Property (collectively, the "Property Pool and Facilities").

2. Use at Own Risk. Member(s) hereby acknowledges and agrees that its use of the Property Pool and Facilities shall be AT THEIR OWN ELECTION AND AT THEIR SOLE AND COMPLETE RISK.

3. Waiver of Claims. The Member(s) hereby waives any claims that Member(s) has or may have in the future against the HOA, including its directors, officers, employees, agents or representatives relating to Member's or Others' use of the Property Pool and Facilities. This waiver provision shall include present or future claims related to the Property Pool and Facilities not only of the Member(s), but that may arise from Others.

4. Release of the HOA. The Member(s) hereby releases the HOA, including its directors, officers, employees, agents or representatives from any and all liability for any loss, damage, injury, expense or other cost that Member(s) or Others may suffer in connection with, arising out of or in any way related to Member's or Others' activities on or use and misuse of the Property Pool and Facilities, including, but not limited to, any negligence on the part of the Others, the HOA, or their contractors or agents.

5. Indemnification. The Member(s) hereby agrees to indemnify, defend, and hold harmless the HOA from and against any and all liability, injury, loss, cost or damage of any kind (including reasonable attorney's fees) resulting from the Member's or Others' activities, loss, damage, injury, or otherwise arising in any way out of the use or misuse of the Property Pool and Facilities.

6. Interpretation & Governing Law. The Parties agree that this Release is to be construed and interpreted fairly and reasonably in accordance with the terms herein and not as against any party as the drafter hereof. This Release is intended to be as broad as permitted by law, and shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of South Carolina.

7. Entire Agreement; Binding Effect. This Release sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and

undertakings, inducements or conditions, express or implied, oral or written. No provision of this Release may be amended or added to except by an agreement in writing, signed by the Parties hereto or their respective successors in interest and expressly stating that it is an amendment to this Agreement. This Release shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

8. Capacity. Member(s) represents and warrants to HOA that they are over the age of eighteen (18) and have full authority and capacity to sign this Release and act in accordance with its provisions.

9. Children. Member(s) further acknowledges that they are the parent/guardian of the minor child(ren) (the "Children") as set forth below. Member(s) takes full responsibility for the safety of all Children and executes this Release fully intending the Children be bound by the same.

Children's Full Name	Age

MEMBER(S) ACKNOWLEDGES AND AGREES THAT THEY HAVE THOROUGHLY READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTANDS THAT THIS IS A COMPLETE RELEASE OF LIABILITY. BY SIGNING THIS RELEASE, MEMBER(S) WAIVES ANY RIGHT THEY MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE HOA RELATED TO THE PROPERTY POOL AND FACILITIES.

[signature page to follow]

The Member(s) hereby execute this Waiver and Release of Liability on the date set forth hereinbelow.

MEMBER(S):

Printed Name: _____

Date: _____

Printed Name: _____

Date: _____