INFORMED CONSENT, RELEASE AND WAIVER
POOL USE

I hereby, release and covenant not-to-sue and agree to indemnify and hold harmless the Heritage Ranch Owners Association ("**HROA**") and their respective past, present and future officers, directors, agents, representatives, administrators, attorneys, employees, shareholders, successors, and assigns, from any and all actions, causes of action, debts, liens, judgments, suits, proceedings, obligations, costs, damages, losses, claims, liabilities, and demands resulting from ordinary negligence on the part of **HROA** for property damage, personal injury, or wrongful death, arising as a result of engaging in any activities on **HROA**-owned property and agree to reimburse any reasonable attorney's fees and costs that may be incurred by **HROA**. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future that may be made by me, my family, estate, heirs, agents, representatives, or assigns. I understand that **HROA** does not assume any responsibility for property lost or stolen from the premises or for personal injuries sustained on the premises during my use of the premises. I hereby agree to indemnify and hold harmless **HROA**. I understand that use of outside apparatus and equipment not part of the common elements owned by **HROA** involves certain risks. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death. I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of California and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of California.

I acknowledge and agree to the above Informed Consent, Release and Waiver, and have voluntarily chosen to participate in this program or event. If the participant is under the age of 18, I acknowledge and agree to the above Informed Consent Release and Waiver, and have voluntarily chosen to allow the minor for which I am the legal guardian.

Date	Participant Name (Print Legibly)	Member Name (Print Legibly)	Member Signature	Member Number