



## **Timberlake Estates Property Owners Association**

**TEPOA – P.O. Box 452 – Cypress, TX 77410-0452**

### **ASSUMPTION OF RISK; HOLD HARMLESS, INDEMNITY AND RELEASE AGREEMENT**

#### **TEPOA Park & Lake Resident Activities**

Event Date: \_\_\_\_\_

Sponsor Name / Address / Phone: \_\_\_\_\_

Activity : \_\_\_\_\_

I, (name, address, phone) \_\_\_\_\_  
desire and have requested to participate voluntarily in the above referenced recreational activities at  
the TEPOA Park and do hereby represent and agree that:

#### **Assumption of Risk**

I know, understand and appreciate that there are various risks involved with my requested use of the park. These risks include, but are not limited to, property damage; minor, major and catastrophic personal injury; and death. I hereby knowingly and voluntarily assume full responsibility for all such risks.

#### **Hold Harmless, Indemnity and Release**

I hereby agree to indemnify, waive, release, and forever discharge TEPOA, and its respective officers, officials, employees, and agents, from and against all actions, claims, costs, for any liability, claim or cause of action arising out of or related to any loss, damage or injury, including death, that occurs as a result of my use of the park.

It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed a Release, Waiver, Discharge and Covenant Not to Sue any Releasee or any person in any way connected with my use of the park.

I certify that I am physically able and have not been advised against my requested use of the park by a health professional or anyone else.

If any provision contained in this agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect, impair or invalidate any other provision herein contained.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT:**

A. I have read all the provisions of this agreement, fully understand it, and sign it voluntarily as my own free act and deed;

B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;

C. I am at least eighteen (18) years of age and fully competent or I am signing on behalf of a minor as their parent or legal guardian; and

D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Name of Requester \_\_\_\_\_ Name of Witness \_\_\_\_\_

Signature of Requester \_\_\_\_\_ Signature of Witness \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Requesters Parent/Gaurdian

[If Under 18]

\_\_\_\_\_

Name of Witness \_\_\_\_\_

Signature

(Parent/Guardian of participant if under 18)

\_\_\_\_\_

Signature of Witness \_\_\_\_\_

Date: \_\_\_\_\_

Date : \_\_\_\_\_