NORTH TOWN
PARK

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT FOR COMMUNITY FACILITIES

IMPORTANT: This agreement affects legal rights. Each adult user must sign a separate agreement. A parent or legal guardian must sign for each minor child listed below.

Resident/Participant Name: _____

North Town Park Property Address: _____

Phone Number: _____ Email Address: _____

Emergency Contact Name and Phone: _____

Effective Period: _____

In consideration of being permitted to enter and use the North Town Park community recreational facilities, I acknowledge and agree as follows:

1. **Covered Facilities and Activities**. This Agreement applies to my use, and the use by my minor children and guests under my supervision, of the North Town Park community swimming pool, pool deck, pavilion, restrooms, pickleball courts, basketball court, walkways, parking areas, seating areas, furnishings, recreational equipment, and other related common-area grounds and improvements (collectively, the "Community Facilities"). Covered activities include swimming, wading, pickleball, basketball, exercise, recreation, spectating, gathering, and Association-sponsored activities conducted at or involving the Community Facilities.

2. **Compliance with Rules**. I have received, reviewed, or been given access to the current North Town Park Community Pool and Recreational Facility Rules. I agree to comply with those rules, all posted signs, court-use requirements, reservation procedures, and reasonable instructions issued by the Association or its representatives. I understand that the rules may be reasonably amended and that continued use of the Community Facilities is conditioned upon compliance.

3. **Unsupervised Facilities; No Lifeguard; Duty to Supervise**. I understand that the Community Facilities are generally unsupervised and that NO LIFEGUARD IS ON DUTY at the swimming pool. I am responsible for my own safety and conduct and for the continuous, attentive supervision of my minor children and guests. I will not rely upon the Association, other residents, or any employee, contractor, or volunteer to supervise participants, officiate activities, provide instruction, or provide emergency assistance.

4. **Acknowledgment of Risks.** I understand that swimming, wading, pickleball, basketball, exercise, walking, spectating, gathering, and participating in activities at or near the Community Facilities involve known and unknown risks. These risks may include drowning or near-drowning; slips, trips, and falls; diving or jumping injuries; collisions with players, spectators, fencing, nets, poles, goals, equipment, persons, or structures; being struck by balls, paddles, or other objects; cuts, bruises, sprains, strains, fractures, head, neck, or spinal injuries; overexertion; heat-related illness; illness or infection; exposure or reaction to pool chemicals; wet, uneven, damaged, or slippery playing surfaces; severe weather or lightning; equipment malfunction or failure; acts or omissions of other users; property loss or damage; disability; and death. This list is illustrative and not exhaustive.

5. **Voluntary Assumption of Risk.** I knowingly and voluntarily accept and assume all inherent and ordinary risks associated with entering, using, or being present at the Community Facilities, whether those risks are known or unknown and whether they arise before, during, or after an activity.

6. **RELEASE OF CLAIMS, INCLUDING ORDINARY NEGLIGENCE.**
TO THE FULLEST EXTENT PERMITTED BY MISSOURI LAW, I RELEASE AND DISCHARGE [INSERT EXACT LEGAL NAME OF THE NORTH TOWN PARK PROPERTY OWNERS ASSOCIATION], TOGETHER WITH ITS DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, PROPERTY MANAGERS, CONTRACTORS, AGENTS, VOLUNTEERS, INSURERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, OR LIABILITIES ARISING OUT OF OR RELATED TO MY, MY MINOR CHILDREN'S, OR MY GUESTS' USE OF OR PRESENCE AT THE COMMUNITY FACILITIES, INCLUDING PARTICIPATION IN SWIMMING, PICKLEBALL, BASKETBALL, EXERCISE, RECREATION, SPECTATING, OR OTHER ACTIVITIES, AND INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR FAULT OF A RELEASED PARTY. THIS RELEASE DOES NOT PURPORT TO RELEASE CONDUCT THAT CANNOT LAWFULLY BE RELEASED.

7. **Indemnification for My Conduct.** To the fullest extent permitted by law, I agree to defend, indemnify, and hold harmless the Released Parties from claims, losses, damages, liabilities, and reasonable costs arising from: (a) my acts or omissions; (b) the acts or omissions of my minor children or guests; (c) my violation, or their violation, of the Community Pool and Recreational Facility Rules; or (d) damage caused by me, my minor children, or my guests to persons or property. This provision is not intended to require indemnification for conduct that cannot lawfully be indemnified.

8. **Fitness and Impairment.** I will not enter or use the Community Facilities while ill with a communicable condition, experiencing symptoms that make participation unsafe, or impaired by alcohol, illegal drugs, cannabis, medication, or any other substance that may impair judgment, coordination, alertness, or the ability to participate safely. I am responsible for determining whether I and my minor children are physically capable of safely participating in each activity.

9. **Safety Equipment, Flotation Devices, and Accommodations**. I understand that flotation devices and other protective or recreational equipment do not replace active supervision or sound judgment. The Association may regulate equipment for safety, except that it will consider and provide legally required disability-related accommodations, including medically necessary wearable flotation devices supported by appropriate documentation.

10**. Emergency Care**. If I or a minor child under my supervision experiences an apparent emergency and I am unable to provide direction, I authorize the Association or others present to contact emergency services and provide reasonable assistance. I understand that the Association does not undertake a duty to provide medical care, rescue services, instruction, officiating, or supervision, and I am responsible for costs associated with emergency response or medical treatment.

11. **Property.** I am responsible for my personal property and the personal property of my minor children and guests. The Association is not responsible for lost, stolen, or damaged property except to the extent liability cannot lawfully be excluded.

12. **Parent or Guardian Representation**. For each minor listed below, I represent that I am the child's parent or legal guardian and have authority to sign this Agreement. I acknowledge that the enforceability of any provision concerning a minor will be determined under applicable law and that any unenforceable portion will be severed to the extent permitted.

13. **Term and Revocation of Access**. This Agreement applies during the effective period identified above and to each visit to or use of the Community Facilities during that period. The Association may suspend or revoke access under the Community Pool and Recreational Facility Rules without waiving any provision of this Agreement.

14. **Governing Law; Severability**. This Agreement is governed by Missouri law. If any provision is held invalid or unenforceable, it will be modified or severed only to the extent necessary, and the remaining provisions will continue in effect.

15. **Entire Agreement; Electronic Signatures**. This Agreement, together with the Community Pool and Recreational Facility Rules, reflects the understanding concerning the subjects addressed here. Electronic signatures and counterparts may be accepted and will have the same effect as an original signature, if permitted by the Association.

MINOR CHILDREN COVERED BY THIS AGREEMENT

Full Legal Name	Date of Birth	Relationship to Signer

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT IT AFFECTS LEGAL RIGHTS, INCLUDING CERTAIN CLAIMS BASED ON ORDINARY NEGLIGENCE. I SIGN IT KNOWINGLY AND VOLUNTARILY.

_____ _____

Signature of Adult Participant or Parent/Legal Guardian *Date*

_____ _____

Printed Name *North Town Park Address*

_____ _____

Signature of Additional Adult Participant (if applicable) *Date*

Association administrative use: Date received: _____

Access credential / household ID: _____