

**ASSUMPTION OF RISK  
And  
RELEASE OF LIABILITY**

In consideration for permitting the undersigned, as a homeowner owning property in the Two Rivers Subdivision in Eagle, Idaho (“Homeowner”), and such Homeowner’s spouse, children, relatives, tenants, invitees and guests (collectively, “Permitted Users”) the right to utilize the pool facilities and/or clubhouse facilities owned by the Two Rivers Homeowners Association (“HOA”) and located in the Two Rivers Subdivision (“HOA Facilities”), I, the undersigned represent to the HOA that I am a current Homeowner and I further acknowledge, appreciate and agree for myself and on behalf of the Permitted Users that:

1. There is a potential risk of illness and injury from the utilization of the HOA Facilities, including the potential for severe illness, permanent disability and even death, and while particular skills and good health may reduce this risk, the risk of illness, injury and/or death does exist; and
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (defined below) and assume full responsibility for my and the Permitted Users’ presence in, and use of, the HOA Facilities; and
3. I acknowledge receiving a copy of the rules applicable to my and the Permitted Users’ use of the HOA Facilities and willingly agree to comply with, and will instruct and be responsible for the compliance by the Permitted Users of, the stated and customary rules, as may be amended from time to time, and other terms and conditions for utilization of the HOA Facilities. If, however, I observe any unusual and significant hazard during my presence in, or use of, the HOA Facilities, I will cease the use of the HOA Facilities and promptly bring such hazard to the attention of the HOA; and
4. I, for myself and on behalf of the Permitted Users (including minor children), my and the Permitted Users’ respective heirs, assigns and personal representatives, HEREBY RELEASE the HOA, its affiliates, officers, board of directors, agents and/or employees (“Releasees”) from any claims, actions, liabilities and expenses (including court costs and attorney’s fees) that I or the Permitted Users might have WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with or arising out of, directly or indirectly, my presence in, or use of, and/or the Permitted Users’ presence in, or use of, the HOA Facilities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (“Claims”), to the fullest extent permitted by law. I further agree to indemnify, defend and hold the Releasees harmless from any Claims including Claims by any of the Permitted Users and their respective heirs, assigns or personal representatives.

**I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Homeowner’s Signature Date Signed

\_\_\_\_\_  
Print Homeowner’s Name

\_\_\_\_\_ EAGLE, ID 83616  
Address