

***WILLIAMSBURG HOMEOWNERS ASSOCIATION
ACKNOWLEDGEMENT OF RISK, WAIVER & RELEASE OF LIABILITY
FOR POOL USE***

CAUTION: CAREFULLY READ THIS DOCUMENT CAREFULLY BEFORE SIGNING:

By and through my signature below, I do hereby forever release and covenant not to sue the Williamsburg Homeowners Association (the "Association"), its Board of Directors, its Management Company, Legal Counsel, as well as their respective employees, volunteers, agents, and all others who are involved with the opening and operation of the Williamsburg Community Swimming Pool ("Swimming Pool"), from any and all present and/or future claims for property damage, personal injury, including any illness or sickness, or wrongful death, arising as a result of my engaging in the use of the Swimming Pool or any activities relating or incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, that may be made by me, my family, estate, heirs or assigns, and I relinquish on behalf of myself, spouse, children, heirs and assigns the right to recover for property damage, personal injury or death.

I will voluntarily use the Swimming Pool, and its related facilities, with knowledge of the danger involved and hereby agree to accept any and all risks of property damage, personal injury, sickness, illness or death.

I further agree to indemnify, defend and hold harmless the Association, its Board of Directors, Management Company, Legal Counsel, as well as their respective employees, volunteers, agents, and all others who are involved with the opening and operation of the Swimming Pool, from any and all claims arising as a result of or otherwise relating to my use of the Swimming Pool, the use of the Swimming Pool by persons under the age of 18 for whom I am the parent or legal guardian, or my guests' use of the Swimming Pool; as well as my participation, the participation of persons under the age of 18 for whom I am the parent or legal guardian, or the participation of my guests in Swimming Pool activities or any activities incidental thereto.

I affirm that I am signing this Acknowledgement of Risk, Waiver and Release of Liability solely and freely. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Association or any of the parties listed above. I understand that this Acknowledgement of Risk, Waiver, and Release of Liability is a binding legal document. Additionally, I also acknowledge and agree that I am signing this Acknowledgement of Risk, Waiver and Release of Liability on behalf of persons under the age of 18 for whom I am the parent or legal guardian, in addition to myself, and said persons are hereby committed to the same obligations, acknowledgements, and waivers as the undersigned.

This Acknowledgement of Risk, Waiver and Release of Liability is made under, and shall be governed by, the laws of the Commonwealth of Pennsylvania.

[certification and signatures on following page]

