

**SPO Homeowners Association
Clubhouse Liability Waiver Form**

Members and guests use the SPO Homeowners Association clubhouse, including but not limited to, all meeting, social and activity rooms, and recreational facilities (collectively, the “Clubhouse”) at their own risk. You also acknowledge that you are assuming all risks associated with use of the Clubhouse and do hereby assume all responsibility for your participation and the participation of your guests in the activities and utilization of the Clubhouse. Please observe all signs and follow the policies and procedures of the Clubhouse that have been approved by the Board of Directors, as well as the direction of staff.

By signing below, I assume all risk for my health, and well-being, and personal property, and on behalf of my heirs, beneficiaries, dependents, and personal representatives, as well as any and all guests that utilize the facilities through my Membership, I hereby expressly waive, release, covenant not to sue, and agree to indemnify, defend and hold harmless of any liability or responsibility SPO Homeowners Association, Vision Community Management (“Vision”), and the foregoing entities’ members, directors, officers, employees, agents, managers, vendors, contractors, and all other related parties, including but not limited to any instructor or person directly involved with the activities in which I will participate (collectively, the “Releasees”), for any claims or causes of action of any kind, including claims arising out of any accident, injuries, illnesses or other damages to person or property resulting from my participation or my guest’s participation in any use of the Clubhouse, including the use of any equipment or machinery, or arising out of my participation or my guest’s participation in any activities at the Clubhouse, whether the same arises out of the negligence of the Releasees, or my or my guest’s negligence or misconduct, or otherwise. **I am freely and voluntarily executing this informed consent, indemnity, release and waiver, without any inducement, assurance or guarantee in exchange for my signature, and acknowledge that I have read, have had and declined the opportunity to have legal counsel review and agree to be bound by its terms and conditions, and I understand I am thereby giving up substantial rights, including the right to sue the Association.**

Signature

Printed Name

Address

Signature of Parent or Guardian if Under 18

Emergency Contact Phone Number

GUESTS: please provide the name, address, and phone number of the SPO Homeowners Association resident permitting you to utilize the Clubhouse:

